

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JADA MARSH and CHARLES HILSON,  
individually and behalf of all others similarly  
situated,

Plaintiffs,

v.

CSL PLASMA INC.,

Defendant.

Case No. 1:19-CV-07606

Honorable Edmond C. Chang

Magistrate Judge Sunil R. Harjani

**PLAINTIFFS' MOTION AND MEMORANDUM OF LAW FOR  
ATTORNEY FEES AND SERVICE AWARDS**

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Others Similarly Situated*

## I. Introduction

On June 8, 2022, this Court granted preliminary approval of the Parties' \$9,900,000 non-reversionary class action Settlement under the Biometric Information Privacy Act ("BIPA").<sup>1</sup> With over two months to go before the claim deadline--and before a reminder email has been sent--18,070 of the 74,823 Settlement Class Members (24.1%) have *already* returned claim forms to request payment. To date, not a single Settlement Class Member has objected to the Settlement and only one has requested exclusion from it. The high claims rate and lack of objections underscore the strength of the Settlement. The excellent Settlement supports awarding Settlement Class Counsel one-third of the Gross Fund as attorney fees and litigation costs of \$3,323,308.85. Although the Settlement Agreement calls for 35%, Settlement Class Counsel is limiting the request to one-third. The Settlement also supports awarding Service Awards of \$5,000 to each Class Representative.

The requested percentage fee award of one-third is well in line with common fund fee awards in BIPA cases in this District (*see* Exhibit 2, Chart 1 [listing 33.3% fee awards in BIPA cases in the Northern District]), and is in fact less as a percentage than that commonly awarded in BIPA cases, (*see id.*, Chart 2 [listing 35% fee awards], Chart 3 [listing 40% fee awards]). The percentage fee award is also in line with the fee awards made in the two other BIPA plasma cases. As detailed on Exhibit 2, a fee award of 33.3% was awarded in *Crumpton v. Octapharma Plasma, Inc.* No. 19-cv-8402 dkt # 92 (N.D. Ill.) and 35% in *Philips v. Biolife Plasma, Inc.*, 2020 CH 05789 (Cook County). As explained further below, Class Counsel's request is reasonable and should be approved.

Plaintiffs' requested incentive award of \$5,000 each is similarly reasonable. Incentive

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<sup>1</sup> Capitalized terms not defined here are defined in the Parties' Settlement Agreement, which is attached here as Exhibit 1.

awards in class action settlements frequently exceed \$10,000. *See* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. REV. 1303, 1348 (2006) (finding that “[t]he average award per class representative was \$15,992”). Plaintiffs’ requested award reflects their participation throughout this case, including in the investigation of the action and is comfortably in line with what has been awarded in several similar BIPA cases in this District. (*See* Exhibit 2, Chart 4 [listing incentive awards ranging from \$5,000 to \$10,000 in BIPA cases]) Plaintiff’s requested fees and incentive awards are reasonable and warrant approval.

## **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 Illinois 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 September 5, 2019, Plaintiffs filed a class action complaint against CSL alleging violations of the BIPA in the Circuit Court of Cook County, Illinois, which was removed to federal court on November 18, 2029. (Dkt. 1.) Plaintiffs donated plasma at one of CSL's Illinois-based plasma donation centers. (Dkt. 1-1 ¶¶ 2, 22.) They allege that they were required to scan at least one fingerprint to donate plasma to track their identity. (*Id.* ¶¶ 12, 23-24.) Plaintiffs allege that CSL failed to comply with the BIPA's requirements when it collected their fingerprint data. (*Id.* ¶¶ 27-30; 56-59.) Specifically, they allege that CSL violated section 15(a) of the BIPA by (i) failing to develop a data-retention policy and guidelines for permanently destroying biometric data, and (ii) failing to publicly disclose any such policy. (*Id.* ¶¶ 56-57.) Plaintiffs further allege that CSL violated section 15(b) of the BIPA by collecting, using, and storing its donors' biometric data without obtaining informed written consent. (*Id.* ¶¶ 58-59.) CSL, for its part, denies Plaintiffs' allegations, that it has violated the BIPA, or that it is subject to the BIPA.

In the litigation, the Parties briefed several issues. CSL first filed a motion to dismiss arguing, in part, that its collection of finger scan data qualified under a healthcare exception. At that time Defendant filed this Motion, no court to Plaintiffs' knowledge had addressed a similar issue in the BIPA context. Defendant also sought to strike the Plaintiffs' Class Allegations. With virtually no guidance on point in BIPA jurisprudence, the Plaintiffs relied largely on dictionary definitions and contradictory admissions made by CSL in other litigation. For example, Plaintiffs reviewed virtually every publicly-available docket wherein CSL had argued it was *not* a healthcare

provider in other contexts. The motion to dismiss was denied in a written memorandum and opinion on November 30, 2020. *Marsh v. CSL Plasma Inc.*, 503 F. Supp. 3d 677, 685 (N.D. Ill. 2020).

On December 23, 2020, Defendant answered Plaintiffs' Complaint, denying liability and asserting twenty-eight affirmative defenses. (Dkt. 49.) The Parties exchanged initial disclosures pursuant to the Mandatory Initial Discovery Pilot ("MIDP") program.

Over the next year, discovery became somewhat contentious, although professional. On July 19, 2021, in response to the Plaintiffs insisting that a scheduled Rule 30(b)(6) deposition proceed, the Defendant filed a Motion for a Protective Order and to Continue/Stay Rule 30(b)(6) Deposition. (Dkt. 66.) In that Motion, the Defendant pointed out that it has already produced 165,786 documents and was reviewing 40,000 pages more. In its brief, the Defendant sought to issue self-imposed parameters on future discovery. Plaintiff opposed this request with its own brief and 12 exhibits. Magistrate Judge Harjani held oral argument and granted in part and denied in part the stay request. The Court denied the request for a stay and set a schedule for completion of discovery.

Thereafter, on August 23, 2021, Plaintiffs filed a Motion asking that the Court make a finding that Defendant waived the attorney-client privilege with respect to BIPA-related advice and also filed a Motion to Compel. (Dkt. 76.)

Ultimately, after contentious litigation including extensive motion practice, Defendant ultimately produced approximately 200,000 pages of documents that were reviewed by Class Counsel. Plaintiffs also engaged in third-party discovery with Haemonetics Corporation – the provider of the relevant software involved in the finger-scanning devices at issue. Haemonetics Corporation produced hundreds of responsive documents.

The Parties ultimately scheduled a private mediation with experienced BIPA mediator and retired Judge Wayne Andersen of JAMS. At approximately this same time, the Parties executed a tolling agreement relating to another CSL entity that Settlement Class Counsel learned in discovery may also have had BIPA exposure.

In advance of mediation, the Parties exchanged mediation statements with the relevant legal and factual arguments for their positions in the case. On February 22, 2022 and March 23, 2022, respectively, the Parties participated in two mediation sessions. The Parties' settlement negotiations lasted throughout the day during each session and the parties were unable to reach a settlement at either mediation session. However, following the Parties' second mediation, Judge Andersen made a mediator's recommendation which the Parties ultimately accepted. (Exhibit 4 ¶ 10) Thereafter, the Parties finalized and entered into the terms of the Settlement Agreement.

### **III. Settlement Class Counsel Negotiated a Highly Favorable Settlement Structure, Robust Notice Program, and Effective Claims Process**

Settlement Class Counsel negotiated a claims structure that equally distributes the full amount of the Net Fund to Settlement Class Participants without any money reverting back to the Defendant. Exhibit 1. The structure that Settlement Class Counsel negotiated here is superior to alternatives approved in other BIPA class action settlements. For example, some settlement structures arbitrarily cap the amount that claimants can receive, regardless of the number of claims submitted. *See, e.g., Zhirovetskiy v. Zayo Group, LLC*, 17-CH-9323 (Cir. Ct. Cook Cnty.) (capping claimants' maximum recovery in BIPA settlement at \$400); *Rafidia v. KeyMe, Inc.*, 18-CH-11240 (Cir. Ct. Cook Cnty.) (capping claimants' recovery in BIPA settlement at \$515). Other settlement structures only require a defendant to pay for claims submitted and allow a defendant to retain unclaimed funds. *See, e.g., Marshall v. Life Time Fitness, Inc.*, 17-CH-14262 (Cir. Ct. Cook Cnty.) (limiting the defendant's funding obligations toward the settlement class to payment of "Approved

Claims”). By contrast, this Settlement requires Defendant to fund the full \$9,900,000 Gross Fund – without any conditional funding or potential reversion – and then requires the full Net Fund to be distributed to claimants. Simply put, Settlement Class Counsel negotiated the most favorable claims structure possible for Settlement Class Members.

And Settlement Class Counsel paired this favorable structure with a robust notice program and claim filing process to maximize the number of Settlement Class Members who submit claims. Many BIPA class settlements provide notice to class members by direct mail, only. By contrast, here Settlement Class Counsel negotiated direct mail, email, and a follow-up email message for Settlement Class Members who have not yet returned claims. Settlement Class Counsel also coordinated to have the notice in Spanish to maximize participation. The results to date confirm the effectiveness of the notice program and claim process: over 24 percent of Settlement Class Members have already returned valid claim forms. Ex. 3, Declaration of Due Diligence.

Already, the claims rate here far exceeds the median claims rate of 9 percent in a recent study of class action settlements. See Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*, p. 11 (Sept. 2019). Likewise, the claims rate here will likely end up meeting or exceeding those that other courts have described favorably. See *Crumpton v. Octapharma Plasma, Inc.*, 19-cv-08402 (N.D. Ill.) (February 16, 2022) (BIPA final approval granted with a 22% claims rate and describing it as an “excellent claim rate” in the final approval order). See also *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d at 620, 629, 632 (N.D. Cal. 2021) (describing 22% claims rate in BIPA settlement with Facebook as “impressive” and “unprecedented”).

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

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

The Court should award attorney fees as a percentage of the settlement fund made available

to the class members. 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); *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.

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 the Seventh Circuit is to use the percentage of the fund method in common fund cases like this one. “Our court of appeals favors the percentage-of-the-fund fee in common fund cases because it provides the best hope of estimating what a willing seller and a willing buyer seeking the largest recovery in the shortest time would have agreed to *ex ante*.” *In re FedEx Ground Package System, Inc. Employment Practices Litig.*, 251 F. Supp. 3d 1225, 1236 (N.D. Ind. 2017) (citing *In re Synthoid Mktg. Litig.*, 325 F.3d 974, 979-80 (7th Cir. 2003)); see also *McDaniel v. Qwest Commc’ns Corp.*, No. 05 C 1008, 2011 WL 13257336, at \*3 (N.D. Ill. Aug. 29, 2011) (“Many courts have found the percentage-of-recovery method provides a good emulation of the real-world market value of attorneys’ services provided on a contingent basis.”). 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 for fees under BIPA.

There are several other reasons that courts in the Seventh Circuit 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 in this district have noted the advantages of the percentage of the fund 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 (2d Cir. 2000).

**B. Analysis of the Market for Legal Services Supports Plaintiffs’ Request**

In deciding the fee 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). 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.’”). 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.” *Id.* at 325. It is for these reasons that the percentage-of-the-recovery approach makes the most sense for this case and has been used in most BIPA class action settlements. *See* BIPA Settlement Chart, *infra* at 10-11 (all awarding comparable or higher fees based on a percentage of the settlement fund).<sup>2</sup> As such, this Court should apply the percentage-of-the-recovery method.

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<sup>2</sup> Indeed, Settlement Class Counsel are unaware of any recent BIPA class action settlement where a court awarded fees based on the lodestar method instead of the percentage method.

Here, prior to filing the Complaints, Settlement Class Counsel executed a fee agreement with the Settlement Class Representative that entitled Settlement Class Counsel to attorney fees of forty percent of any recovery. Ex. 4, Fish Decl., ¶ 11. Because 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). This percentage is consistent with the low end of standard contingent fee awards in the Northern District of 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”) *quoting 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 Farmers 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%.”) *see also* 5 William Rubenstein, NEWBERG ON CLASS ACTIONS § 15.83 (5th ed.) (noting that, generally, “50% of the fund is the upper limit on a reasonable fee award from any common fund”).

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

Settlement Class Counsel’s decision to seek the market rate is also reasonable in light of the significant risks of nonpayment that Settlement Class Counsel faced. At the outset of the litigation, Settlement Class Counsel took “on a significant degree of risk of nonpayment” in agreeing to represent Settlement Class Representatives. *Taubenfeld*, 415 F.3d at 600.

Settlement 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, Fish Decl., ¶ 12; *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, Settlement Class Counsel faced risk of no recovery. In particular, Defendant could have defeated liability based on several defenses: (1) that the healthcare of HIPPA exemptions defeat Plaintiffs’ claims, *see* 740 ILCS 14/10 (excluding from the definition of “biometric identifier” any “information captured from a patient in a health care setting”); (2) that Defendant’s donor system did not collect biometric data covered by BIPA (a likely subject of future expert testimony); (3) that Defendant’s alleged violations of BIPA were not “negligent” or “reckless,” a prerequisite to recovery of monetary damages; and (4) that damages under BIPA are discretionary based on the word “may” in the remedies section of the statute, 740 ILCS 14/20, and that the Court would decline to award damages (or greatly reduce them) because Defendant’s biometric technology allegedly posed no risk of harm to Settlement Class Members. And even if Plaintiffs prevailed on these issues, they risked recovering money for a much smaller class if Defendant prevailed in demonstrating that a one or two year limitations period, instead of a five-year period, applied to BIPA claims. There is limited authority on any of these issues and so the litigation would have been protracted and expensive. Given these risks, Settlement Class Counsel “could have lost everything” they invested. *Matter of Cont’l Ill. Sec. Litig.*, 962 F.2d 566, 570 (7th Cir. 1992).

And, in the BIPA realm, litigation is not the only risk. Business interests have tried to gut BIPA in the legislature--with many bills recently introduced to amend or repeal BIPA.<sup>3</sup>

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<sup>3</sup> *See* H.B. 559, 102nd Gen. Assembly (Ill. 2021); H.B. 560, 102nd Gen. Assembly (Ill. 2021); H.B. 1764, 102nd Gen. Assembly (Ill. 2021); H.B. 3112, 102nd Gen. Assembly (Ill. 2021); H.B. 3304, 102nd Gen. Assembly (Ill. 2021); H.B. 3414, 102nd Gen. Assembly (Ill. 2021); S.B. 56, 102nd Gen. Assembly (Ill. 2021); S.B. 300, 102nd Gen. Assembly (Ill. 2021).

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

The benefit the Settlement provides Settlement Class Members is excellent as the payout. This net per Settlement Class Participant recovery provides meaningful relief as many Defendants, and at least one court, have suggested that damages are discretionary. The per Settlement Class Member amount compares favorably to other large BIPA settlements that have received final approval:

Nor will Class Members be required to provide a general release of BIPA claims to participate in the Settlement but rather will provide Defendant with a release limited to claims arising out of the allegations in the lawsuit. The absence of a general release exemplifies the results achieved for Class Members. *See Ramah Navajo Chapter v. Babbitt*, 50 F. Supp. 2d 1091, 1103-04 (D.N.M. 1999) (noting the limited, rather than general, release as further evidence of an exceptional result in favor of class members).

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

Settlement 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 Settlement Class Members is substantial, the entire Net Settlement Fund will be distributed to Settlement Class Members who submit valid claims, and the settlement does not present indicia that it was the product of collusion between the Parties at the expense of Settlement

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, 2011\$92), 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 the is the lodestar an accurate representation of the hypothetical market agreement between the plaintiffs and their attorneys”). As explained above, because Settlement Class Counsel’s substantial work has “bought” a significant recovery for Settlement Class Members, the Court need not analyze Settlement Class Counsel’s lodestar.

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

Settlement Class Counsel seek reimbursement of actual costs in the amount of \$23,308.85, including for the service of process fee, mediation fees, and other expenses. Ex. 4, Fish Decl. ¶ 13. Over 90% of this was amounts paid to JAMS for the multiple mediation sessions with Judge Anderson. Settlement Class Counsel’s request for these costs from the Gross Fund is appropriate, as these costs were necessarily incurred to litigate and settle this case.

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

Analytics Consulting, LLC (“Settlement Administrator”) has administered the Class Notice process and will administer the remainder of the Settlement. Plaintiffs request that the Court award the Settlement Administrator its estimated expenses of \$158,620.78. Ex. 3, Declaration of Due Diligence, ¶ 13. The Administrator’s Declaration is attached as Exhibit 3.

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

Consistent with the Settlement Agreement and Class Notice, the Settlement Class Representatives request Service Awards of \$5,000 each from the Gross 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). *Davis v. Heartland Emp. Servs., LLC*, No. 1:19-cv-00680, dkt. 130 (N.D. Ill. Oct. 25, 2021) (\$10,000 service award in BIPA case); (Exhibit 2, Chart 4).

The Class Representatives pursued this case in their own names and on behalf of the proposed class. In doing so, the Class Representatives accepted a risk of retaliation from future potential employers, or others with whom they want to affiliate, who can easily identify them through a Google search as the lead plaintiffs in this lawsuit.

## **VIII. Conclusion**

Settlement Class Counsel’s request for attorney fees is reasonable based upon the fee agreements in this case, the normal rate of compensation in similar cases, the risk Settlement Class Counsel undertook in engaging in this litigation, and the excellent result achieved. Therefore, the Court should award Settlement Class Counsel attorney fees and costs of \$3,323,308.85, the Settlement Administrator’s costs of \$158,620.78, and the Settlement Class Representatives’ Service Awards of \$5,000 each.

Dated: August 4, 2022

Respectfully submitted,

**Jada Marsh and Charles Hilson,**  
individually and on behalf of all others  
similarly situated,

By: /s/ David Fish  
*One of Plaintiffs' attorneys*

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**CERTIFICATE OF SERVICE**

I, David Fish, an attorney, hereby certify that the foregoing was served on all counsel of record through service generated by the Court's e-filing system and via electronic mail on August 4, 2022.

/s/ David Fish

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
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JADA MARSH and CHARLES HILSON,  
individually and behalf of all others similarly  
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Plaintiffs,

v.

CSL PLASMA INC.,

Defendant.

Case No. 1:19-CV-07606

Honorable Edmond C. Chang

Magistrate Judge Sunil R. Harjani

**STIPULATION OF CLASS ACTION SETTLEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiffs Jada Marsh (“Marsh”) and Charles Hilson (“Hilson”) (collectively referred to as “Plaintiffs”) for themselves individually and on behalf of the Settlement Class, and Defendant CSL Plasma Inc., (“CSL” or “Defendant”) (Plaintiffs and Defendant are referred to individually as “Party” and collectively referred to as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the following terms and conditions, and subject to the approval of the Court.

**RECITALS**

A. On September 5, 2019, Plaintiffs filed a putative class action complaint against CSL Plasma Inc., in the Circuit Court of Cook County, Illinois alleging violation of the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”). Plaintiffs claimed that CSL collected and stored their biometric data without authorization through the use of a finger-scanning device at a CSL Plasma donation facility in Illinois.

B. On November 18, 2019, Defendant removed the case to the United States District Court for the Northern District of Illinois, pursuant to the Class Action Fairness Act (“CAFA”), where it was assigned the caption *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606 (N.D. Ill.). (See dkt. 1.)

C. On December 23, 2020, Defendant answered Plaintiffs’ Complaint, denying liability and asserting twenty-eight affirmative defenses. (Dkt. 49.)

D. Thereafter, the Parties exchanged initial disclosures pursuant to the Mandatory Initial Discovery Pilot (“MIDP”) program, with Plaintiffs serving their disclosures on January 22, 2021 and January 25, 2021 and Defendant also serving its disclosures on January 22, 2021.

E. The Parties engaged in significant written discovery, including ESI discovery, throughout the case. On February 16, 2021, Plaintiffs served their first set of written discovery requests, including interrogatories and requests for production, on Defendant, to which Defendant initially responded and produced documents on April 23, 2021.

F. On February 16, 2021, Defendant served its first set of interrogatories and requests for production on Plaintiffs. Plaintiffs initially responded on April 19, 2021 and, after the parties engaged in electronic discovery protocols, the Defendant ultimately produced approximately 200,000 pages of documents.

G. Plaintiffs served a third party subpoena for documents to Haemonetics Corporation – provider of the relevant software involved in the finger scanning devices at issue – on March 31, 2021. Haemonetics responded to Plaintiffs’ subpoena on April 26, 2021.

H. On June 16, 2021, and August 23, 2021, respectively, Plaintiffs filed Motions to Compel Discovery. (Dkt. 59 & 76.)

I. In the interim, on July 19, 2021, Defendant filed a Motion for a Protective Order, and to Continue/Stay Rule 30(b)(6) Deposition, or In the Alternative, to Stay Discovery Pending Dispositive Appeals. On July 20, 2021, Plaintiffs responded. On July 21, 2021, the Court granted in part and denied in part Defendant's motion. The Court denied the request for a stay and set a schedule for completion of discovery. (Dkt. 71.)

J. In response to Plaintiffs' Motions to Compel, and related conferences and court orders, Defendant updated and supplemented previous discovery responses numerous times.

K. Meanwhile, the Parties began to explore the possibility of a class-wide settlement and the Parties agreed to mediate.

L. On September 10, 2021, the Parties filed a Joint Motion to Stay/Continuance of Discovery Pending the Parties' Settlement Discussions and Mediation. (Dkt. 85). The Joint Motion was granted (Dkt. 87) and discovery stayed pending mediation.

M. On February 22, 2022 and March 23, 2022, the Parties participated in two mediation sessions with the Honorable Judge Andersen (Ret.) of JAMS. The Parties' settlement negotiations lasted throughout the day during each session and the parties were unable to reach a settlement at either mediation sessions. However, following the parties second mediation, Judge Anderson made a mediator's recommendation that the Parties ultimately accepted. Thereafter, the parties negotiated regarding the language of a binding Memorandum of Understanding that was executed on April 12, 2022.

N. Plaintiffs and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Defendant's potential defenses. Plaintiffs believe that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have

prevailed on the merits at summary judgement or at trial. However, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented significant risk that Plaintiffs may not prevail and/or that a class might not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex class actions, as well as difficulty and delay inherent in such litigation. Plaintiffs and Class Counsel believe that this Agreement presents a favorable result for the Settlement Class, and one that will be provided to the Settlement Class without delay.

O. Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in the Settlement Agreement.

P. Defendant denies all allegations in the Action, as well as all allegations of wrongdoing and liability, including that it is subject to or violated the BIPA, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, Defendant has similarly concluded that this settlement is desirable to avoid the risk posed by the Settlement Class' claims for statutory damages under the BIPA and to avoid the additional costs of further litigation. Defendant thus desires to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement class, and Defendant that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally

compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

## AGREEMENT

### 1. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606 (N.D. Ill.).

1.2 “**Agreement**” or “**Settlement Agreement**” means this Stipulation of Class Action Settlement and the attached Exhibits.

1.3 “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

1.4 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely, and shall be set as a date no later than one-hundred twenty (120) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

1.5 “**Claim Form**” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and

electronic format. The Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name, (ii) current U.S. Mail address, (iii) current contact telephone number and email address, and (iv) a statement that he or she scanned their finger at a CSL donation center located in Illinois between September 5, 2014 and October 16, 2019. The Claim Form will not require notarization, but will require affirmation that the information supplied is true and correct. The online Claim Form will provide Class Members with the option of having their Settlement Payment transmitted to them via check or electronically through Venmo, Zelle, Paypal, or ACH Direct Deposit. Class Members who submit a paper Claim Form that is approved will be sent a check via U.S. Mail.

1.6 “**Class Counsel**” means attorneys David Fish and Mara Baltabols of Fish Potter Bolaños, P.C. and Brandon Wise of Peiffer Wolf Kane Conway & Wise.

1.7 “**Class Representatives**” or “**Plaintiffs**” means the named Plaintiffs in the Action, Jada Marsh and Charles Hilson.

1.8 “**Court**” means the United States District Court for the Northern District of Illinois, Eastern Division, the Honorable Edmond E. Chang presiding, or any judge who shall succeed him as the Judge assigned to the Action.

1.9 “**Defendant**” or “**CSL**” means CSL Plasma Inc.

1.10 “**Defendant’s Counsel**” or “**CSL’s Counsel**” means attorney Gerald L. Maatman, Jr. of Seyfarth Shaw, LLP.

1.11 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award, the date of completion, in a manner that finally affirms and leaves in place the

Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand, or (iii) the date of final dismissal of any proceeding on certiorari with respect to the Final Approval Order.

1.12 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.13 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

1.14 “**Final Approval Hearing**” means the hearing before the Court where Plaintiffs will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate per Rule 23, and approving the Fee Award and the incentive award to the Class Representatives.

1.15 “**Final Approval Order**” means the final approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing, and dismissing the Action with prejudice.

1.16 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process and Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits A, B, and C attached hereto.

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

1.18 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date forty-five (45) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.19 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement per Rule 23, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.20 “**Released Claims**” means any and all actual, potential, filed, unfiled, past and present claims or causes of action, whether known or unknown (including “Unknown Claims” as defined below), damages, whether statutory, punitive, exemplary or liquidated, expenses, costs, attorney’s fees and or obligations, whether in law or in equity, including any claims, which were or could have been brought by the Settlement Class, arising from Defendant’s alleged collection, possession, storage and disclosure of biometrics through the use of finger scanners in connection with each Class Member’s donation of plasma at any of Defendant’s Illinois facilities, including

any actual or alleged violation of the Illinois Biometric Information Privacy Act (or any similar federal, state, or local statute, regulations, or common law related to biometric information or biometric identifiers) relating to the donation of plasma by donors, and including, but not limited to, any tort or privacy claims, arising out of or relating to Defendant's alleged collection, possession, capture, purchase, receipt through trade, obtaining, sale, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric information or biometric identifiers through the use of finger scanners or kiosks in connection with the donation of plasma.

1.21 “**Released Parties**” means Defendant and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors. Without limitation of the foregoing and solely for clarification, CSL Behring L.L.C. (among other affiliates of Defendant) is included in the release.

1.22 “**Releasing Parties**” means Plaintiffs and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents.

1.23 “**Settlement**” means the final resolution of the Action as embodied by the terms and conditions of this Agreement.

1.24 “**Settlement Administration Expenses**” means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, disbursing Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.25 “**Settlement Administrator**” means Analytics LLC, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, send Settlement Payments to Settlement Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.26 “**Settlement Class**” means all individuals who scanned their finger at a CSL plasma donation facility in Illinois as part of a plasma donation process between September 5, 2014 and October 16, 2019. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, and (4) the legal representatives, successors or assigns of any such excluded persons.

1.27 “**Settlement Class Member**” or “**Class Member**” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

1.28 “**Settlement Fund**” means the non-reversionary cash fund that shall be established by Defendant and cause to be paid in the amount of Nine Million Nine Hundred Thousand Dollars (\$9,900,000.00) to be deposited into the Escrow Account, plus all interest earned thereon. Defendant shall fully fund the Escrow Account within the later of (a) thirty (30) days after the entry of the Preliminary Approval Order, or (b) the date that the Settlement Administrator provides adequate payment instructions and a W-9 for the Settlement Fund. The Settlement Fund shall satisfy all monetary obligations of Defendant (or any other Released Party) under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee Award,

litigation costs, incentive awards, taxes, and any other payments or other monetary obligations contemplated by this Agreement or the Settlement. Under no circumstances shall Defendant be required to provide settlement funding or pay any attorneys' fees, costs, incentive awards, taxes or Settlement Administration Expenses or any other costs associated with Settlement that, taken together, exceed the amount of Nine Million Nine Hundred Thousand Dollars (\$9,900,000.00), *except* as set forth in Section 7.2. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendant into the Escrow Account, or any interest earned thereon, revert to Defendant or any other Released Party except in the event of termination, as described below in Section 7.1. The Escrow Account and the Settlement Funds are to be provided to the Settlement Administrator and maintained by an escrow agent as a Court approved Qualified Settlement Fund pursuant to Section 1.468B-1 et. seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.

1.29 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund less any Fee Award, incentive award to the Class Representatives, and Settlement Administration Expenses.

1.30 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be [plasmasettlement.com](http://plasmasettlement.com), or such URL as the Parties may subsequently agree to.

1.31 “**Unknown Claims**” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

## 2 SETTLEMENT RELIEF

### 2.1 Settlement Payments to Class Members

- a. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a Settlement Payment.
- b. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected.
- c. Within fourteen (14) days of the Claims Deadline, the Settlement Administrator will submit to Class Counsel and Defendant's Counsel a report listing all initially approved and initially rejected Claims.
- d. Class Counsel and Defendant's Counsel shall have fourteen (14) days after the date they receive the report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims. Class Counsel and Defendant's Counsel shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims. The Settlement Administrator shall have the authority for determining if Settlement Class Members' Claim Forms are complete, timely, and accepted as an Approved Claim.
- e. Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement Fund by electronic deposit or by check via First Class U.S. Mail to the address provided on the Approved Claim Form, as elected by the Class Member with an Approved Claim.

f. Each payment issued to a Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred fifty (150) calendar days after the date of issuance.

g. In the event that an electronic deposit to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) calendar days to correct the issue.

h. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred fifty (150) days after the date of issuance or an electronic deposit is unable to be processed within one hundred fifty (150) days of the first attempt, such funds shall be distributed fifty (50) percent to Prairie State Legal Services and fifty (50) percent to the American Red Cross of Greater Chicago for community emergency response. If the Court finds that the parties' *cy pres* designations are not acceptable, then funds from checks not cashed in 150 days will be distributed to the Unclaimed Property Division of the Illinois Treasurer's Office in each such claimant's name.

## 2.2 **Non-Monetary Relief.**

a. Defendant represents, and Plaintiffs acknowledge, that since October 16, 2019, Defendant has maintained BIPA consents and policies and established a practice of obtaining donor consent prior to utilizing a biometric scanner.

b. Defendant agrees that on or after the Effective Date it shall continue to implement the following policies and procedures should Defendant use a donor identification system that collects and/or retains biometric identifiers (such as fingerprints)

or any information based on biometric identifiers used to identify donors (collectively referred to herein as “biometric data”) at its Illinois plasma collection centers:

- i. Defendant shall continue to maintain a written policy, made available to the public, creating a retention schedule and guidelines for permanently destroying any biometric data, when the initial purpose for collecting or obtaining such biometric data has been satisfied or within three (3) years of the individual’s last interaction with Defendant, whichever occurs first.
  - ii. Defendant shall destroy all biometric data of donors pursuant to its retention and deletion policy
  - iii. Defendant shall continue to obtain a written release in electronic format, from all Illinois donors whose biometric data it collects, captures, purchases, receives through trade, or otherwise obtains, to collect those persons’ biometric data, and shall inform those persons of the specific purposes and length of term for which their biometric data is being collected, stored, or used.
- c. Defendant further agrees to destroy all biometric data in its possession from past Illinois donors who have not visited a CSL facility in three (3) years or more.

### 3 CLASS-WIDE RELEASE

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

#### 4 NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Defendant shall provide the Settlement Administrator an excel spreadsheet with a list of all names, e-mail addresses (to the extent available), last known U.S. Mail addresses, dates of donation, and social security numbers of all persons in the Settlement Class (the “Class List”), all to the extent previously provided to Defendant by Class Members, as soon as practicable but by no later than fourteen (14) days after the entry of Preliminary Approval Order by the Court. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom including, without limitation, the identity and mailing addresses and the date(s) of donation of all persons strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class members of their rights, mailing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

b. The Notice shall include the best notice practicable, including but not limited to:

i. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S.

Postal Service as undeliverable and shall attempt re-mailings as described below in Section 5.1.

- ii. *Direct Notice.* No later than thirty (30) days after the entry of the Preliminary Approval, the Settlement Administrator shall send Notice mail in substantially the form of Exhibit A and via e-mail substantially in the form of Exhibit B to all persons in the Settlement Class for whom an email address is available on the Class List no later than the Notice Date. On a date halfway through the claims period, the Settlement Administrator shall send an email reminder to each person who has not yet submitted a claim for payment reminding them to do so.
- iii. *Internet Notice.* Within fourteen (14) days after the entry of the Preliminary Approval Order, the Settlement Administrator will cause the creation of a settlement web site containing the notice substantially in the form of Exhibit C.
- iv. *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, Defendant shall cause to be served upon the Attorneys General of the State of Illinois, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as may be required by law.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on

or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of the person's intention to do so and at the same time (a) files copies of such papers the person proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files copies of such papers through the Court's CM/ECF system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) sends copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

**4.3 Right to Object or Comment.** Any Settlement Class Member who intends to object to this Settlement Agreement shall present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement that the objector is a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writings that the Settlement Class Member desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement

Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action in any other action or proceeding.

4.4 **Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606 (N.D. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. In light of the COVID-19 pandemic, the Settlement Administrator also shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606 (N.D. Ill).” A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved by the Court. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or

the Final Approval Order or Alternative Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

## **5 SETTLEMENT ADMINISTRATION**

### **5.1 Settlement Administrator’s Duties.**

a. ***Dissemination of Notices.*** The Settlement Administrator shall disseminate the Notice as provided in Section 4 of this Settlement Agreement.

b. ***Undeliverable Notice via U.S. Mail.*** If any Notice sent via U.S. mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform skip traces to attempt to obtain the most recent addresses for such Settlement Class members.

c. ***Maintenance of Records.*** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide regular reports to Class Counsel and Defendant’s Counsel with information concerning the Notice, the number of Claim Forms submitted, the number of Approved Claims, any requests for exclusion, and the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Class Counsel and Defendant’s Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice and shall, at the conclusion of the Claims

Deadline, provide Class Counsel and Defendant's Counsel with a list containing the names of all persons who submitted Approved Claims. All persons submitting Approved Claims shall be deemed to consent to the receipt of marketing materials from Defendant. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of electronic payments unprocessed, and the amount distributed to any *cy pres* recipients.

d. ***Receipt of Requests for Exclusion.*** The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) business days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

e. ***Creation of Settlement Website.*** The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free phone number and mailing address through which persons in the Settlement Class may contact the Settlement Administrator or Class Counsel directly. The Settlement Website shall also make clear that it is not associated with or created by Defendant, and shall contain a link directing persons interested in donating plasma to Defendant's website. The Settlement Administrator will deactivate the website within thirty (30) days following the completion of all of its responsibilities under this Settlement Agreement.

f. ***Processing Claim Forms.*** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing Approved Claims with the Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (1) comply with the instructions on the Claim Form or the terms of this Agreement, or (2) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Claims Deadline. In the event the Settlement Administrator receives such information more than twenty-eight (28) calendar days after the Claims Deadline, then any such claim shall be denied. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

g. ***Establishment of the Escrow Fund.*** The Settlement Administrator shall establish the Escrow Fund, pursuant to the terms of Section 1.12, and maintain the Escrow Fund as a qualified settlement fund throughout the implementation of the Class Settlement in accordance with the Court's Preliminary Approval Order and Final Approval Order.

h. ***Timing of Settlement Payments.*** The Settlement Administrator shall make Settlement Payments contemplated in Section 2 of this Settlement Agreement to all Settlement Class Members, who, if necessary, have completed required tax forms, within twenty-eight (28) days after the Effective Date.

i. ***Tax Reporting.*** The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9's from Settlement Class Members and performing back-up withholding as necessary, and making any required "information returns" as that term is used in 26 U.S.C. § 1 *et seq.* Neither Class Counsel nor Defendant make any representations regarding the tax treatment of the Settlement Fund nor will Defendant or any of the other Released Parties accept any responsibility for the tax treatment to the Settlement Payments received by any Settlement Class Member or the Escrow Account established and maintained by the Settlement Administrator.

## **6 PRELIMINARY APPROVAL AND FINAL APPROVAL**

**6.1 Preliminary Approval.** Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter a Preliminary Approval Order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiffs as Class Representatives of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under Federal Rule of Civil Procedure 23, for settlement purposes only;

d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;

e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and

f. Schedule a Final Approval Hearing after the expiration of the CAFA notice period, to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive award to the Class Representative, and to consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice.

**6.2 Final Approval.** After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the Court:

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members;

c. direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

d. declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties;

e. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

f. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

g. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

h. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

i. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members;

j. without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation,

enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

k. incorporate other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

**6.3** Defendant shall not object to certification of the matter for settlement purposes only, but reserves its rights to contest the propriety of certification of a class for any other purpose should the Court deny either preliminary or final approval of the Settlement.

## **7 TERMINATION OF THE SETTLEMENT AGREEMENT & CONFIRMATORY DISCOVERY**

**7.1 Termination.** Subject to Section 9 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant's Counsel within ten (10) days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the Court's refusal to enter a final judgment in this Action in any material respect; (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Seventh Circuit Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Approval Order is entered, as defined in Section 9.1 of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. Defendant may terminate this Agreement in the event that more than seven percent (7%) of the individuals listed on the Class List submit timely and valid requests for exclusion from the settlement, provided that Defendant provides written notice of the election to do so to Class Counsel within ten (10) days following the Objection/Exclusion Deadline. In the event this Agreement is terminated for any reason, all funds deposited by Defendant into the

Escrow Account to establish the Settlement Fund plus interest shall be returned to Defendant, minus any Settlement Administration Expenses.

7.2 **Confirmatory Discovery.** Defendant represents that the Settlement Class contains approximately 74,823 members. Defendant shall provide appropriate confirmatory discovery regarding the size of the Settlement Class, and the number of unique names for whom a U.S. Mail address and/or e-mail address is available on the Class List, within fourteen (14) days after the Parties execute this Agreement. Should confirmatory discovery reveal that the number of the Class Members increases by more than 500 people, the Gross Fund shall be increased on a pro rata basis, *i.e.* by \$132.31 more per person in excess of 74,823 persons.

7.3 Defendant will provide a declaration from an employee with knowledge of how the Class was identified and contact information was compiled solely for use in preparing a motion for preliminary and final settlement approval.

## **8 INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

8.1 Defendant acknowledges that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to thirty-five percent (35%) of the Settlement Fund, plus their reasonable costs. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. The Fee Award shall be payable within five (5) business days after the Effective Date. Payment of the Fee Award shall be made by

the Settlement Administrator via wire transfer to an account designated by Fish Potter Bolanos PC after providing necessary information for electronic transfer and relevant tax information.

8.2 Defendant agrees that the Class Representatives shall be paid an incentive award in the amount of Five Thousand Dollars (\$5,000.00) each from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any incentive award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within five (5) business days after the Effective Date.

## **9 CONDITIONS OF SETTLEMENT, EFFECT OF DISPROVAL. CANCELLATION OR TERMINATION**

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Section 1.11.

a. This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel.

b. The Court has entered a Preliminary Approval Order approving the Agreement.

c. The Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and non-appealable, following Notice to the Settlement Class and a Final Approval Hearing as provided in the Federal Rules of Civil Procedure; and

d. In the event that the Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and non-appealable.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the following shall not prevent the Settlement Agreement from becoming effective, nor shall they be grounds for termination of the Agreement: (1) the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representative, regardless of the amounts awarded, or (2) the Court’s determination that it lacks jurisdiction over the claims or persons such that the Parties will seek to obtain approval of their Settlement Agreement in an appropriate forum.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into. Should the Court determine it lacks jurisdiction over any part of the Action, including any claim, cause of action, or persons, the

Parties agree to seek the approval of this Settlement Agreement, on the same terms, before an appropriate state court.

## 10 MISCELLANEOUS PROVISIONS

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

10.2 Each signatory to this Agreement represents and warrants (a) that the signatory has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to

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

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

10.5 Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiffs or the Settlement Class, or each or any of them as an admission, concession or evidence of,

the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties 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;

e. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, or each and any of

them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.6 The Parties agree on mutually acceptable language for Plaintiffs, Class Counsel, and Defendant to respond to any and all media inquiries regarding the Settlement Agreement once the Settlement is made public by the filing of a motion for preliminary approval of the Settlement Agreement. In such instances, they shall limit their response to the following: "The Parties agreed to settle the litigation, without any admission or determination of liability, to avoid further costs and expenses and have no further comment."

10.7 The Settlement Agreement shall remain and be treated by the Parties and their counsel as confidential until a motion for preliminary settlement approval is filed.

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

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

10.10 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.11 This Settlement Agreement and its Exhibits A–C set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits A–C other than the representations, warranties and

covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.12 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.13 Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that she is fully entitled to release the same.

10.14 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.15 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requires.

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

10.17 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

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

10.19 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DATED: 5/9/2022

/s/ David J. Fish  
Counsel for Settlement Class Representatives

CSL Plasma Inc.

DATED: 5/10/2022

By: *Gerall L. Macdonald, Jr.*

Its: Counsel for CSL Plasma Inc.

CSL Plasma Inc.

DATED: 05/17/2022

By: *Eric Silberstein*

Its: Assistant Secretary

# EXHIBIT A

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

OUR RECORDS INDICATE YOU SCANNED YOUR FINGER AT A CSL PLASMA DONATION FACILITY IN ILLINOIS AND ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

XXXX

Marsh et al. v. CSL Plasma, Inc. c/o Settlement Administrator P.O. Box 0000 City, ST 00000-0000

First-Class Mail US Postage Paid Permit #

Postal Service: Please do not mark barcode

XXX----<<ClaimID>> <<MailRec>> <<First>> <<Last>> <<C/O>> <<Addr 1>> <<Addr 2>> <<City>>, <<St>> <<Zip>> <<Country>>

By Order of the court Dated:

TO GET YOUR MONEY, THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo, PayPal, Zelle, Prepaid Mastercard, or Direct Deposit (instead of a check), you must submit a Claim Form online on the Settlement Website at www.plasmasettlement.com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below. Depending on the number of valid claims submitted, you may need to complete an IRS Form W-9 to satisfy tax reporting obligations. You may complete the Form W-9 now on the Settlement Website at www.plasmasettlement.com; doing so now will ensure that you receive your full payment as soon as possible.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger at a CSL plasma donation facility located in Illinois between September 5, 2014 and October 16, 2019.

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

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check for a pro rata share depending on the number of valid claim forms received. This process takes time, please be patient.

Questions, visit www.[tobedetermined].com or call [toll free number]

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between CSL Plasma, Inc., (“CSL”) and certain plasma donors who scanned their finger at an CSL plasma donation facility in Illinois. The lawsuit claims that CSL violated an Illinois law called the Illinois Biometric Information Privacy Act when it collected individual donors’ biometric data when they used a finger-scanning donor identification system, without complying with the law’s requirements. CSL denies those allegations and the law’s applicability to CSL. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

**Who is included in the Settlement Class?** Our records indicate that you are included in the Settlement Class. The Settlement Class includes all persons who scanned their finger and provided an Illinois address at a CSL plasma donation facility located in Illinois between September 5, 2014 and October 16, 2019.

**What can I get out of the settlement?** If you’re eligible and the Court approves the settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$200 to \$500 but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a fund that CSL agreed to create totaling \$9,900,000, before any Court-approved payment of settlement expenses, attorneys’ fees, and any incentive awards.

**How do I get my payment?** Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.plasmasettlement.com](http://www.plasmasettlement.com), and submit a Claim Form online. All Claim Forms must be postmarked or submitted online by **[Claims Deadline]**.

**What are my Options?** You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t get a payment, and you won’t be able to sue CSL or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. You can also comment on or object to the settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won’t get a payment, but you’ll keep your right to sue CSL on the issues the settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself from the settlement. All Requests for Exclusion and Objections must be received by **[Objection/Exclusion Deadline]**.

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Fish Potter Bolaños, P C as “Class Counsel.” They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that CSL agreed to pay to the Settlement Class Members. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees if you do. The Court has also chosen Jada Marsh and Charles Hilson—class members like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [date] at [time] before the Honorable Edmond Chang in Room 2119 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. Instructions for participating remotely will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of \$5,000 to each Class Representative. The request will be posted on the Settlement Website by **[two weeks prior to Objection/Exclusion Deadline]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Marsh et al. v. CSL Plasma, Inc.  
c/o Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

XXXX

NO POSTAGE  
NECESSARY IF  
MAILED IN THE  
UNITED STATES

# EXHIBIT B

From: tobedetermined@domain.com  
To: JohnDoeClassMember@domain.com  
Re: Legal Notice of Proposed Class Action Settlement

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Marsh et al. v. CSL Plasma, Inc.*, No. 19-CV-07606 (N.D. Ill.)  
(United States District Court for the Northern District of Illinois)

**OUR RECORDS INDICATE YOU SCANNED YOUR FINGER AT A CSL  
PLASMA DONATION FACILITY IN ILLINOIS AND ARE ENTITLED TO A  
PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*This is an official court notice. You are not being sued. This is not an ad for a lawyer.  
For more information, visit [www.plasmasettlement.com](http://www.plasmasettlement.com).  
Para una notificación en Español, visitar [www.plasmasettlement.com](http://www.plasmasettlement.com).*

This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between CSL Plasma, Inc. (“CSL”) and certain plasma donors who scanned their finger at a CSL plasma donation facility in Illinois. The lawsuit claims that CSL violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it collected individuals’ biometric data when they used a finger-scanning donor identification system, without complying with the law’s requirements. CSL denies these allegations and denies that it is subject to or violated BIPA. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

**Who is included in the Settlement Class?** Our records indicate that you are included in the Settlement Class. The Settlement Class includes all persons who scanned their finger at a CSL plasma donation facility located in Illinois between September 5, 2014 and October 16, 2019.

**What can I get out of the settlement?** If you’re eligible and the Court approves the settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$200 to \$500 but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a fund that CSL agreed to create totaling \$9,900,000, before any Court-approved payment of settlement expenses, attorneys’ fees, and any incentive awards.

**How do I get my payment?** Just complete and verify the short and simple Claim Form online at [www.plasmasettlement.com](http://www.plasmasettlement.com), or you can visit [www.plasmasettlement.com](http://www.plasmasettlement.com) and download a paper Claim Form and submit it by mail. By submitting online, you can choose to receive your payment via Venmo, PayPal, Zelle, Prepaid Mastercard, or Direct Deposit (instead of a check). ***All Claim Forms must be submitted online or postmarked by [Claims Deadline].***

**What are my Options?** You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won’t get a payment, and you won’t be able to sue CSL or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. You can also object to the settlement if you disagree with

any of its terms by writing to the Court. If you exclude yourself, you won't get a payment, but you'll keep your right to sue CSL on the issues the settlement concerns. You must contact the settlement administrator by mail or email ([email address]) to exclude yourself from the settlement. ***All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].***

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Fish Potter Bolaños, P.C. as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that CSL agreed to pay to the class members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Jada Marsh and Charles Hilson—class members like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [date] at [time] before the Honorable Edmond Chang in Room 2119 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. Instructions for participating remotely will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of \$5,000 to each Class Representative. The fee request will be posted on the settlement website by [two weeks prior to Objection/Exclusion Deadline].

# EXHIBIT C

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**

*Marsh, et al. v. CSL Plasma, Inc.*, Case No. 19-CV-07606

**IF YOU SCANNED YOUR FINGER AT A CSL PLASMA FACILITY IN ILLINOIS  
BETWEEN SEPTEMBER 5, 2014 AND OCTOBER 16, 2019, YOU CAN CLAIM A  
PAYMENT FROM A CLASS ACTION SETTLEMENT.**

***This is an official court notice. You are not being sued. This is not an ad for a lawyer.***

- A Settlement has been reached in a class action lawsuit between CSL Plasma, Inc. (“Defendant” or “CSL”) and certain plasma donors who scanned their finger at a CSL plasma donation facility in the State of Illinois. The lawsuit claims that CSL violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it collected individuals’ biometric data through its donor identification system with a finger scanner without complying with the law’s requirements. CSL denies those allegations and the law’s applicability to CSL. The Court has not decided who is right or wrong. The Settlement has been preliminarily approved by a federal court in Chicago, Illinois.
- You are included in the Settlement if you scanned your finger at a CSL plasma donation facility between September 5, 2014 and October 16, 2019. If you received a notice of the Settlement in the mail or by e-mail, our records indicate that you are a Settlement Class Member and are included in the Settlement, and you may submit a claim form online or by mail to receive a cash payment.
- If the Court approves the Settlement, members of the Class who submit valid claims will receive an equal, or *pro rata*, share of a \$9,900,000 settlement fund that CSL has agreed to establish, after all notice and administration costs, incentive awards, and attorneys’ fees have been paid. Individual payments to Settlement Class Members who submit a valid Claim Form are estimated to be \$200 to \$500 but could be more or less depending on the number of valid claims submitted.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment,. You must submit a complete and valid claim form either online or by mail before [Claims Deadline].
<b>DO NOTHING</b>	You will receive no payment under the Settlement and give up your rights to sue CSL or certain related companies and individuals about the issues in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have to sue CSL about issues in this case.
<b>OBJECT</b>	Write to the court explaining why you don't like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak to the Court about the fairness of the Settlement.

These Rights and options – **and the deadlines to exercise them** – are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

### **BASIC INFORMATION**

#### **1. What is this notice and why should I read it?**

The Court authorized this notice to let you know about a proposed Settlement with CSL. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Edmond Chang of the United States District Court for the Northern District of Illinois is overseeing this class action. The Case is called *Marsh et al. v. CSL Plasma, Inc.*, No. 19-CV-07606. The persons who filed the lawsuit, Jada Marsh and Charles Hilson, are the Plaintiffs. The company they sued, CSL Plasma, Inc., is the Defendant.

#### **2. What is a class action lawsuit?**

A class action is a lawsuit in which individuals called a “Class Representatives” bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a “Class” or “Class Members.” Once the 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.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your fingerprint, faceprint, or a scan of your iris. This lawsuit alleges that CSL violated BIPA by allegedly collecting biometric fingerprint data from Illinois plasma donors who scanned their fingers for identification through CSL’s donor management system before donating plasma at its Illinois plasma donation facilities, without giving notice or getting consent. CSL denies these allegations and denies that it was subject to or violated BIPA.

More information about Plaintiffs’ complaint in the lawsuit and Defendant’s defenses can be found in the “Court Documents” section of the settlement website [www.plasmasettlement.com](http://www.plasmasettlement.com).

### 4. Who is included in the Settlement Class?

You are a member of the Settlement Class if you scanned your finger at a CSL plasma donation facility located in Illinois between September 14, 2014 and October 16, 2019. If you scanned your finger at a CSL plasma donation facility in Illinois during that time-period, you may be a class member and may submit a claim [[www.plasmasettlement.com](http://www.plasmasettlement.com)] for a cash payment. If you received a notice of the Settlement via email or in the mail, our records indicate that you are a class member and are included in the Settlement. You may call or email the Settlement Administrator at [[phone number](tel:)] or [[email address](mailto:)] to ask whether you are a member of the Settlement Class.

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement Provide?

**Cash Payments.** If you are eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be around \$200 to \$500, but the exact amount is unknown at this time and could be more or less depending on the number of valid Claim Forms submitted. This is a *pro rata*, or equal, share of a fund that CSL has agreed to create totaling \$9,900,000, before the payment of settlement expenses, attorney’s fees, and any incentive award for the Class Representatives in the litigation approved by the Court.

**Non-Monetary Relief.** Under the settlement, CSL has agreed to take all steps necessary to comply with BIPA by obtaining written releases from Illinois donors who use a finger scanner, making all BIPA-required disclosures, establishing and maintaining a publicly-available retention policy, and destroying all fingerprint data from past donors within three years of their last interaction with CSL. Since October 16, 2019, Defendant has maintained BIPA consents and policies and established a practice of obtaining donor consent prior to utilizing a biometric scanner.

## HOW TO GET SETTLEMENT BENEFITS

### 6. How do I get a payment?

If you are a Settlement Class member and you want to get a payment, you must complete and submit a valid Claim Form by [Claims Deadline]. If you received an email notice, it contained a link to the online Claim Form, which is also available on this website here [www.plasmasettlement.com](http://www.plasmasettlement.com) and can be filled out and submitted online. The online claim form lets you select to receive your payment by Venmo, Zelle, Paypal, Prepaid Mastercard, ACH Direct Deposit, or Check. A paper Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. Those who submit a paper Claim Form will receive a check by mail, if the claim is approved.

The Claim Form requires you to provide the following information: (i) full name, (ii) current U.S. Mailing address, (iii) current telephone number and email address, and (iv) a statement that you scanned your finger at a CSL plasma donation facility located in Illinois between September 14, 2014 and October 16, 2019.

Depending on the number of valid Claim Forms submitted, you may need to complete an IRS Form W-9 to satisfy IRS tax reporting obligations related to the payment. You may complete the [Form W-9 Link] now on the statement website; doing so now will ensure that you receive your full payment as soon as possible.

### 7. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, Class Members whose claims were approved by the Settlement Administrator and, if necessary, who have completed a W-9 Form on the settlement website will be issued a check or electronic payment (as chosen by the Class Member) within 60 days after the Settlement has been finally approved by the Court and/or after any appeals process is complete. Please be patient. Uncashed checks and electronic payments that are unable to be completed will expire and become void 150 days after they are issued and will be distributed to *cy pres* recipients [organizations], in equal amounts, or another *cy pres* organization selected by the court.

## THE LAWYERS REPRESENTING YOU

### 8. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers David Fish and Mara Baltabols of Fish Potter Bolaños, P.C., as the attorneys to represent you and other Class Members. These attorneys are called the “Class Counsel.” In addition, the Court appointed Plaintiffs Jada Marsh and Charles Hilson to serve as Class Representatives. They are Class Members like you. Class Counsel can be reached by calling (312) 861-1800.

### 9. Should I get my own lawyer

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

**10. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys' fees and expenses of up to 35% of the Settlement Fund and will also request an incentive award of \$5,000 for each Class Representative from the Settlement Fund. The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts requested.

**YOUR RIGHTS AND OPTIONS**

**11. What happens if I do nothing at all?**

If you do nothing, 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 CSL or other Released Parties regarding any of the Released Claims. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.**

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the settlement website, [www.plasmasettlement.com](http://www.plasmasettlement.com), or call (XXX) XXX-XXXX.

**12. What happens if I ask to be excluded?**

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 Released Parties (at 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.

**13. How do I ask to be excluded?**

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must (a) be in writing, (b) identify the case name, *Marsh et al. v. CSL Plasma, Inc.*, No. 19-CV-07606 (N.D. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking to be excluded; (d) be signed by the person seeking exclusion; and be postmarked or received (for emails) by the Settlement Administrator on or before [Objection/Exclusion Deadline]. Each Request for exclusion must also contain a statement to the following effect: "I hereby request to be excluded from the proposed Settlement Class in *Marsh et al. v. CSL Plasma, Inc.*, No. 19-CV-07606." You must mail or e-mail your exclusion request no later than [Objection/Exclusion Deadline] to:

Marsh et al. v. CSL Plasma, Inc. Settlement Administrator  
P.O. Box 0000  
City, St, 00000

-or-

[email address]

You can't exclude yourself over the phone. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

**14. If I don't exclude myself, can I sue CSL for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue CSL and any other Released Party for the claims being resolved by this Settlement.

**15. If I exclude myself can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive a payment.

**16. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Marsh et al. v. CSL Plasma, Inc.*, No. 19-CV-07606 (N.D. Ill.), no later than **[Objection/Exclusion Deadline]**. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the United States District Court for the Northern District of Illinois  
Everett McKinley Dirksen United States Courthouse  
219 South Dearborn Street  
Chicago, IL 60604

Due to the COVID-19 pandemic, the Court is accepting filing from pro se litigants via email. Instruction on how to file via email can be found **here [link]**.

The objection must be in writing, must be signed and must include the following information: (a) your full name and current address, (b) a statement that you believe you are a member of the Settlement Class, (c) whether the objection applies to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for your objection, (e) all documents or writings that you wish the Court to consider, (f) the name and contact information of any attorneys representing, advising or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you intend to appear at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of **[Objection/Exclusion Deadline]**. If you 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.

In addition to filing your objection with the Court you must send via mail, email, or delivery service, by no later than **[Objection/Exclusion Deadline]**, copies of your objection and any supporting documents to both Class Counsel and CSL's lawyers at the addresses listed below:

<b>Class Counsel</b>	<b>CSL's Counsel</b>
David Fish Mara Baltabols FISH POTTER BOLAÑOS, P.C. 200 E. 5th Ave., Suite 123 Naperville, IL 60563 (312) 861-1800 www.fishlawfirm.com admin@fishlawfirm.com	Gerald L. Maatman, Jr. SEYFARTH SHAW LLP 233 S. Wacker Dr., Suite 8000 Chicago, IL 60606 (312) 460-5000 gmaatman@seyfarth.com

Class Counsel will file with the Court and post on the settlement website their request for attorneys' fees and incentive awards on [date 2 weeks before Objection/Exclusion deadline].

#### **17. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURTS FINAL APPROVAL HEARING**

#### **18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at \_\_\_ on \_\_\_ before the Honorable Judge Edmond Chang in Room 2119 of the District Court for the Northern District of Illinois, Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, or via remote means as instructed by the Court. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interest of Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representatives.

**Note:** the date and time of the Final Approval Hearing are subjected to change by Court Order. Any changes will be posted at the settlement website.

#### **19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

#### **20. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (see question 16) and intend to appear at the hearing, you must state your intention to do so in your objection.

**21. Where do I get more information**

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at [www.plasmasettlement.com](http://www.plasmasettlement.com) or at the Clerk's Office in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and any closures as a result of the COVID-19 pandemic. You can also contact Class Counsel at (312) 861-1800 with any questions.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.**

# EXHIBIT 2

<b>CHART 1- BIPA CASES IN N.D. ILL. AWARDING 33.3% of COMMON FUND</b>		
<b>Case</b>	<b>Judge</b>	<b>Fund Size</b>
<i>Crumpton v. Octapharma Plasma, Inc.</i> No .19-cv-8402 dkt # 92 (N.D. Ill. February 16, 2022)	Kendall, J.	\$9,987,380.00
<i>David v. Heartland Emp. Servs. LLC</i> , No: 1:19-cv-00680, dkt. <u>130</u> (N.D. Ill. Oct 25, 2021)	Valderrama, J.	\$5,418,000.00
<i>Thome v. NOC Atime Tech., Inc.</i> , No. 19-cv-6256, dkt <u>90</u> (N.D. Ill. Mar. 8, 2021)	Kennelly, J.	\$4,100,000.00
<i>Jones v. CBC Restaurants Corp.</i> , No 19-cv-6256, dkt <u>53</u> (N.D. ILL. Oct 22, 2020)	Kennelly, J.	\$3,242,400.00
<i>Burlinski v. Top Golf USA Inc.</i> , No. 19-cv-06700, dkt. <u>103</u> (N.D. Ill. Oct 13, 2021)	Chang, J.	\$2,633,400.00
<i>Martinez v. Nando's Rest. Grp., Inc.</i> , 19-cv-07012, dkt <u>63</u> (N.D. Ill. Oct 27, 2020)	Ellis, J.	\$1,787,000.00
<i>Dixon v. Washington &amp; Jame Smith Cmty.-Beverly</i> , No 17-cv-8033, dkt. <u>103</u> (N.D. Ill. May 31, 2018)	Kennelly, J.	\$1,356,000.00
<i>Bryant v. Loews Chicago Hotel, Inc.</i> , No. 19-cv-03195, dkt. <u>78</u> (N.D. Ill. Oct 30, 2020)	Norgle, J.	\$1,036,396.48
<i>Bedford v. Lifespace Communities, Inc.</i> , No. 20-cv-04574 dkt. <u>31</u> (N.D. Ill. May 12, 2021)	Shah, J	\$987,850.00
<i>Wickens v. Thyssenkrupp</i> , No. 19-cv-6100, dkt <u>52</u> (N.D. Ill, Jan 26, 2021)	Dow, J.	\$894,000.00
<i>Montgomery v. Peri Framework Sys., Inc.</i> , No. 20-cv-07771 dkt. <u>33</u> (N.D. Ill. Nov. 9, 2021)	Pallmeyer, J.	\$165,000.00

<b>CHART 2- BIPA CASES IN N.D. ILL. AWARDING 35% of COMMON FUND</b>		
<b>Case</b>	<b>Judge</b>	<b>Fund Size</b>
<i>Philips v. Biolife Plamsa, Inc.</i> , 2020 CH 05789 (Cook County)	Wilson, J.	\$5,994,233.00
<i>O'Sullivan v. WAM Holdings</i> , 2019-CH-11575 (Cook County)	Mullen, J.	\$5,850,000
<i>Alvarado v. Int'l Laser Prods., Inc.</i> , No. 18-cv-7756, dkt. <u>70</u> (N.D. Ill. Jan 24, 2020)	Pallmeyer, J.	\$895,788.74

<i>Lopez-McNear v. Superior Health Linens, LLC</i> , No. 19-cv-2390, dkt <u>69</u> (N.D. Ill. Apr. 27, 2021)	Pallmeyer, J.	\$790,000.00
<i>Kneals v. ParTech</i> , 2019-CV-5660 dkt. 134 (N. D. Ill. May. 12, 2022)	Valderrama, J	\$790,000.00
<i>Cornejo v. Amcor Rigid Plastics USA, LLC</i> , No. 18-cv-07018, dkt. <u>57</u> (N.D. Ill. Sept. 10, 2020)	Pacold, J.	\$175,000.00
<i>Kusinski v. ADP LLC</i> , 2017-CH-12364 (Cir. Ct. Cook Cnty. Feb. 10, 2021)	Atkins, J.	\$25,000,000.00
<i>Miracle-Pond v. Shutterfly</i> , 2019-CH-07050 (Cir. Ct. Cook Cnty. Sept. 9, 2021)	Mitchell, J.	\$6,750,000.00
<i>Barnes v. Aryzta</i> , No. 2017-CH-11312 (Cir. Ct. Cook Cnty. Nov. 13, 2020)	Moreland, J.	\$2,900,000.00

**CHART 3- BIPA CASES IN N.D. ILL. AWARDING 40% of COMMON FUND**

<b>Case</b>	<b>Judge</b>	<b>Fund Size</b>
<i>Prelipceanu v. Jumio Corp.</i> , 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020)	Mullen, J.	\$7,000,000.00
<i>Sekura v. L.A. Tan Enters., Inc.</i> , 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016)	Garcia, J.	\$1,500,000.00
<i>McGee v. LSC Commc'nd, Inc.</i> , 2017-CH-12818 (Cir. Ct. Cook Cnty. Nov. 11, 2019)	Atkins, J.	\$700,000.00
<i>Zepeda v. Intercontinental Hotels, Grp., Inc.</i> , 2018-CH-02140 (Cir. Ct. Cook Cnty.)	Atkins, J.	\$500,000.00
<i>Svagdis v. Alro Steele Corp.</i> , 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019)	Larsen, J.	\$300,000.00

**CHART 4- INCENTIVE AWARDS IN N.D. ILL. BIPA CASES**

<b>Case</b>	<b>Judge</b>	<b>Fund Size</b>
<i>Lopez-McNear v. Superior Health Linens, LLC</i> , No. 19-cv-2390, dkt <u>69</u> (N.D. Ill. Apr. 27, 2021)	Pallmeyer, J.	\$5,000.00
<i>Cornejo v. Amcor Rigid Plastics USA, LLC</i> , No. 18-cv-07018, dkt. <u>57</u> (N.D. Ill. Sept. 10, 2020)	Pacold, J.	\$5,000.00
<i>Martinez v. Nando's Rest. Grp., Inc.</i> , 19-cv-07012, dkt <u>63</u> (N.D. Ill. Oct 27, 2020)	Ellis, J.	\$7,500.00

<i>Thome v. NOVAtime Tech., Inc.</i> , No. 19-cv-6256, dkt. 90 (N.D. Ill. Mar 8, 2021)	Kennelly, J.	\$7,500.00
<i>Jones v. CBC Rests. Corp.</i> , No. 19-cv-6736, dkt. <u>53</u> (N.D. Ill. Oct. 22, 2020)	Alonso, J.	\$7,500.00
<i>Burlinski v. Top Golf USA Inc.</i> , No. 19-cv-06700, dkt. <u>103</u> (N.D. Ill. Oct 13, 2021)	Chang, J.	\$7,500.00
<i>Wickens v. Thyssenkrupp</i> , No. 19-cv-6100, dkt <u>52</u> (N.D. Ill, Jan 26, 2021)	Dow, J.	\$7,500.00
<i>Montgomery v. Peri Framework Sys., Inc.</i> , No. 20-cv-07771 dkt. <u>33</u> (N.D. Ill. Nov. 9, 2021)	Pallmeyer, J.	\$7,500.00
<i>Lane v. Schenker, Inc.</i> , No. 19-cv-00507, dkt. <u>51</u> (S.D. Ill. Nov. 17, 2020)	Rosenstengal, J.	\$7,500.00
<i>Dixon v. Washington &amp; Jame Smith Cmty.-Beverly</i> , No 17-cv-8033, dkt. <u>103</u> (N.D. Ill. May 31, 2018)	Kennelly, J.	\$10,000.00
<i>Davis v. Heartland Emp. Servs., LLC</i> . No. 19-cv-00680 dkt.. <u>130</u> (N.D. Ill. Oct. 25, 2021)	Valderrama, J.	\$10,000.00
<i>Bryant v. Loews Chicago Hotel, Inc.</i> , No. 19-cv-03195, dkt. <u>78</u> (N.D. Ill. Oct. 30, 2020)	Norgle, J.	\$10,000.00
<i>Bedford v. Lifespace Communitiesm Inc.</i> , No. 20-cv-04574, dkt. <u>31</u> (N.D. Ill, May 12, 2021)	Shah, J.	\$10,000.00

# EXHIBIT 3

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

JADA MARSH and CHARLES HILSON,	)	
individually and on behalf of all others	)	
similarly situated,	)	
	)	Case No. 1:19-CV-07606
<i>Plaintiffs,</i>	)	
v.	)	Honorable Edmond C. Chang
	)	
CSL PLASMA INC.	)	Magistrate Judge Sunil R. Harjani
	)	
<i>Defendant.</i>	)	

**DECLARATION OF DUE DILIGENCE**

I, Caroline P. Barazesh, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.

2. I am currently a Director for Analytics Consulting LLC (hereinafter “Analytics”), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for claims administration in the above-captioned litigation.

3. Analytics Consulting LLC was approved by the Court to provide settlement administration services in the *Marsh, et al. v. CSL Plasma Inc.* case (“Settlement”). In this capacity, Analytics Consulting LLC was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) printing, mailing and emailing the Notice of Class Action Settlement; (e) establishing a claims filing settlement website; (f) receiving and validating Requests for Exclusion, Objections, and Claims submitted by Settlement Class Members; (g) processing and

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

4. On June 24, 2022, Analytics received the final version of the Court-approved Notice of Class Action Settlement and Claim Form (“Notice”). The Notice advised Settlement Class Members of their right to file a timely and valid Claim Form to receive a settlement payment, request exclusion from the Settlement, object to the Settlement, or do nothing, and the implications of each such action. The Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Settlement Class Members could obtain additional information. The Notice included a tear-off Claim Form with prepaid postage. In addition, Analytics received an Internet Notice and an email Notice. The Internet Notice was professionally translated into Spanish.

5. On June 27, 2022, Defendant’s Counsel provided Analytics with the Class List, containing Settlement Class Members’ names, last known mailing address, Social Security Numbers and email addresses where available. The Class List provided to Analytics contained data for 74,821 Settlement Class Members.

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

7. In order to maximize the effectiveness of the Notice plan, a reverse append email address search was carried out on records which did not have email addresses in the Class List, and 21,707 email addresses for Settlement Class Members were identified.

8. Analytics established a toll-free phone number of (877) 586-2158, and a website [www.PlasmaSettlement.com](http://www.PlasmaSettlement.com) to provide assistance and information to Settlement Class Members. The website provided the opportunity for Settlement Class Members to file a claim form electronically. The toll-free phone number and website address were included in the Notice.

9. On July 6, 2022, Analytics mailed the approved Notice to the most current mailing address of 74,821 Settlement Class Members via USPS First Class Mail. The case website was established on the same date and the Internet Notice, in both English and Spanish versions was made available on the case website. A copy of the Notice is attached hereto as Exhibit 1, a copy of the Internet Notice is attached as Exhibit 2 and a copy of the Spanish Internet Notice is attached as Exhibit 3. On the same day, Analytics sent an email with a link to the website to 51,737 Settlement Class Member email addresses. 44,193 emails (85.4%) were delivered.

10. If a Class Member's Notice is returned by the USPS as undeliverable and without a forwarding address, and no Claim Form has been submitted online, Analytics will perform an advanced address search on these addresses by using Experian, a reputable research tool. As of the date of this declaration, 15,703 Notices have been returned to Analytics as undeliverable by USPS. The address search on undeliverable addresses will be completed in the next week, and Notices will be remailed to updated addresses.

11. Settlement Class Members must return a valid Claim Form by November 3, 2022, to receive a settlement payment from the proposed settlement. As of the date of this declaration, a total of 18,070 valid and timely Claim Forms have been received.

12. Settlement Class Members may opt out of the settlement by mailing or emailing a written statement requesting exclusion from the Settlement Class to Analytics by August 22,

2022. As of the date of this declaration, one exclusion request has been received by Analytics and is attached as Exhibit 4.

13. Settlement Class Members may object to the proposed settlement by filing a written statement objecting to the settlement with the Court, and sending copies of the objection to Class Counsel and Defendant's Counsel by August 22, 2022. As of the date of this declaration, Analytics know of no objections to the settlement.

14. Analytics' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are estimated to be \$158,620.78. This amount will be paid by Defendant from the Gross Fund. Analytics' work in connection with this matter will continue with the research of undeliverable addresses and mailing of postcard notices to updated addresses, sending reminder emails, issuance and mailing of the settlement checks and electronic payments, 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: August 3, 2022

  
Caroline P. Barazesh

# **EXHIBIT 1**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

# BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 28 CHANHASSEN MN

POSTAGE WILL BE PAID BY ADDRESSEE

Marsh et al. v CSL Plasma Inc.  
Settlement Administrator  
c/o Analytics Consulting LLC  
P.O. Box 2006  
Chanhassen, MN 55317-9800



This notice is to inform you that a proposed settlement has been reached in a class action lawsuit between CSL Plasma Inc., ("CSL Plasma") and certain plasma donors who scanned their finger at a CSL Plasma collection center in Illinois. The lawsuit claims that CSL Plasma violated an Illinois law called the Illinois Biometric Information Privacy Act when it collected individual donors' biometric data when they used a finger-scanning donor identification system, without complying with the law's requirements. CSL Plasma denies those allegations and the law's applicability to CSL Plasma. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

**Who is included in the Settlement Class?** Our records indicate that you are included in the Settlement Class. The Settlement Class includes all persons who scanned their finger at a CSL Plasma collection center located in Illinois between September 5, 2014 and October 16, 2019.

**What can I get out of the settlement?** If you're eligible and the Court approves the settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$200 to \$500 but could be more or less depending on the number of valid claims submitted. This amount is an equal share of a fund that CSL Plasma agreed to create totaling \$9,900,000, before any Court-approved payment of settlement expenses, attorneys' fees, and any incentive awards.

**How do I get my payment?** Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, [www.plasmasettlement.com](http://www.plasmasettlement.com), and submit a Claim Form online. All Claim Forms must be postmarked or submitted online by November 3, 2022.

**What are my Options?** You can do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won't get a payment, and you won't be able to sue CSL Plasma or certain related companies and individuals in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won't get a payment, but you'll keep your right to sue CSL Plasma on the issues the settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself from the settlement.

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Fish Potter Bolanos, P.C., as "Class Counsel." They represent you and the other Settlement Class Members. The lawyers will request to be paid from the total amount that CSL Plasma agreed to pay to the Settlement Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Jada Marsh and Charles Hilson—class members like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on December 8, 2022, at 12:15 p.m. before the Honorable Edmond Chang in Room 2119 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. Instructions for participating remotely will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of \$5,000 to each Class Representative. The request will be posted on the Settlement Website by August 8, 2022.

**CLAIM FORM**

**TO GET YOUR MONEY, THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY NOVEMBER 3, 2022 AND MUST BE FULLY COMPLETED, SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.**

**Instructions:** Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo, PayPal, Zelle, or Direct Deposit (instead of a check), you must submit a Claim Form online on the Settlement Website at [www.plasmasettlement.com](http://www.plasmasettlement.com). If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below. Depending on the number of valid claims submitted, you may need to complete an IRS Form W-9 to satisfy tax reporting obligations. You may complete the Form W-9 now on the Settlement Website at [www.plasmasettlement.com](http://www.plasmasettlement.com); doing so now will ensure that you receive your full payment as soon as possible.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

**Settlement Class Member Verification:** By submitting this Claim Form, I declare that I am an individual who scanned my finger at a CSL Plasma collection center located in Illinois between September 5, 2014 and October 16, 2019.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

The Settlement Administrator will review your Claim Form. If accepted, you will be mailed a check for a *pro rata* share depending on the number of valid claim forms received. This process takes time, please be patient.

Questions, visit [www.plasmasettlement.com](http://www.plasmasettlement.com)  
or call 877-586-2158

Claim ID #: 111111  
PIN: abc123\$%

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



COURT AUTHORIZED NOTICE  
OF CLASS ACTION AND  
PROPOSED SETTLEMENT  
OUR RECORDS  
INDICATE YOU  
SCANNED YOUR  
FINGER AT  
A CSL PLASMA  
COLLECTION CENTER  
IN ILLINOIS BETWEEN  
SEPTEMBER 5, 2014  
AND OCTOBER 16, 2019  
AND ARE ENTITLED  
TO A PAYMENT FROM  
A CLASS ACTION  
SETTLEMENT

JOHN Q CLASSMEMBER  
123 MAIN ST  
ANYTOWN, ST 12345



ABC1234567890 - 1111111

Postal Service: Please Do Not Mark Barcode

Marsh et al. v CSL Plasma Inc.  
Settlement Administrator  
c/o Analytics Consulting LLC  
P.O. Box 2006  
Chanhasen, MN 55317-2006

# **EXHIBIT 2**

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**

*Marsh, et al. v. CSL Plasma Inc.*, Case No. 19-CV-07606

**IF YOU SCANNED YOUR FINGER AT A CSL PLASMA COLLECTION CENTER IN ILLINOIS BETWEEN SEPTEMBER 5, 2014 AND OCTOBER 16, 2019, YOU CAN CLAIM A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*This is an official court notice. You are not being sued. This is not an ad for a lawyer.*

- A Settlement has been reached in a class action lawsuit between CSL Plasma Inc. (“Defendant” or “CSL Plasma”) and certain plasma donors who scanned their finger at a CSL Plasma collection center in the State of Illinois. The lawsuit claims that CSL Plasma violated an Illinois law called the Illinois Biometric Information Privacy Act (“BIPA”) when it collected individuals’ biometric data through its donor identification system with a finger scanner without complying with the law’s requirements. CSL Plasma denies those allegations and the law’s applicability to CSL Plasma. The Court has not decided who is right or wrong. The Settlement has been preliminarily approved by a federal court in Chicago, Illinois.
- You are included in the Settlement if you scanned your finger at a CSL Plasma collection center between September 5, 2014 and October 16, 2019. If you received a notice of the Settlement in the mail or by e-mail, our records indicate that you are a Settlement Class Member and are included in the Settlement, and you may submit a claim form online or by mail to receive a cash payment.
- If the Court approves the Settlement, members of the Class who submit valid claims will receive an equal, or *pro rata*, share of a \$9,900,000 settlement fund that CSL Plasma has agreed to establish, after all notice and administration costs, incentive awards, and attorneys’ fees have been paid. Individual payments to Settlement Class Members who submit a valid Claim Form are estimated to be \$200 to \$500 but could be more or less depending on the number of valid claims submitted.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment. You must submit a complete and valid claim form either online or by mail before <b>November 3, 2022</b> .
<b>DO NOTHING</b>	You will receive no payment under the Settlement and give up your rights to sue CSL Plasma or certain related companies and individuals about the issues in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have to sue CSL Plasma about issues in this case.
<b>OBJECT</b>	Write to the court explaining why you don’t like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak to the Court about the fairness of the Settlement.

These rights and options — **and the deadlines to exercise them** — are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is this notice and why should I read it?

The Court authorized this notice to let you know about a proposed Settlement with CSL Plasma. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Edmond Chang of the United States District Court for the Northern District of Illinois is overseeing this class action. The Case is called *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606. The persons who filed the lawsuit, Jada Marsh and Charles Hilson, are the Plaintiffs. The company they sued, CSL Plasma Inc., is the Defendant.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which individuals called “Class Representatives” bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a “Class” or “Class Members.” Once the 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.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your fingerprint, faceprint, or a scan of your iris. This lawsuit alleges that CSL Plasma violated BIPA by allegedly collecting biometric fingerprint data from Illinois plasma donors who scanned their fingers for identification before donating plasma at its Illinois plasma collection centers, without giving notice or getting consent. CSL Plasma denies these allegations and denies that it was subject to or violated BIPA.

More information about Plaintiffs’ complaint in the lawsuit and Defendant’s defenses can be found in the “Court Documents” section of the settlement website [www.plasmasettlement.com](http://www.plasmasettlement.com).

### 4. Who is included in the Settlement Class?

You are a member of the Settlement Class if you scanned your finger at a CSL Plasma collection center located in Illinois between September 5, 2014 and October 16, 2019. If you scanned your finger at a CSL Plasma collection center in Illinois during that time-period, you may be a class member and may submit a [claim](#) for a cash payment. If you received a notice of the Settlement via email or in the mail, our records indicate that you are a class member and are included in the Settlement. You may call or email the Settlement Administrator at 877-586-2158 or [info@plasmasettlement.com](mailto:info@plasmasettlement.com) to ask whether you are a member of the Settlement Class.

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement Provide?

**Cash Payments.** If you are eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be around \$200 to \$500, but the exact amount is unknown at this time and could be more or less depending on the number of valid Claim Forms submitted. This is a pro rata, or equal, share of a fund that CSL Plasma has agreed to create totaling \$9,900,000, before the payment of settlement expenses, attorney’s fees, and any incentive award for the Class Representatives in the litigation approved by the Court.

**Non-Monetary Relief.** Under the settlement, CSL Plasma has agreed to take all steps necessary to comply with BIPA by obtaining written releases from Illinois plasma donors who use a finger scanner, making all BIPA-required disclosures, establishing and maintaining a publicly-available retention policy, and destroying all fingerprint data from past donors within three years of their last interaction with CSL Plasma. Since October 16, 2019, Defendant has maintained BIPA consents and policies and established a practice of obtaining donor consent prior to utilizing a biometric scanner.

## HOW TO GET SETTLEMENT BENEFITS

### 6. How do I get a payment?

If you are a Settlement Class member and you want to get a payment, you must complete and submit a valid Claim Form by November 3, 2022. If you received an email notice, it contained a link to the online Claim Form, which is also available on this website [here](#) and can be filled out and submitted online. The online claim form lets you select to receive your payment by Venmo, Zelle, Paypal, ACH Direct Deposit, or paper check. A paper Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. Those who submit a paper Claim Form will receive a paper check by mail, if the claim is approved.

The Claim Form requires you to provide the following information: (i) full name, (ii) current U.S. Mailing address, (iii) current telephone number and email address, and (iv) a statement that you scanned your finger at a CSL Plasma collection center located in Illinois between September 5, 2014 and October 16, 2019.

Depending on the number of valid Claim Forms submitted, you may need to complete an IRS Form W-9 to satisfy IRS tax reporting obligations related to the payment. You may complete the [Form W-9](#) now on the statement website; doing so now will ensure that you receive your full payment as soon as possible.

### 7. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for December 8, 2022, at 12:15 p.m. If the Court approves the Settlement, Class Members whose claims were approved by the Settlement Administrator and, if necessary, who have completed a W-9 Form on the settlement website will be issued a check or electronic payment (as chosen by the Class Member) within 60 days after the Settlement has been finally approved by the Court and/or after any appeals process is complete. Please be patient. Uncashed checks and electronic payments that are unable to be completed will expire and become void 150 days after they are issued and will be distributed to *cy pres* recipients Prairie State Legal Services and the American Red Cross of Greater Chicago in equal amounts, or another *cy pres* organization selected by the court.

## THE LAWYERS REPRESENTING YOU

### 8. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers David Fish and Mara Baltabols of Fish Potter Bolaños, P.C., as the attorneys to represent you and other Class Members. These attorneys are called the “Class Counsel.” In addition, the Court appointed Plaintiffs Jada Marsh and Charles Hilson to serve as Class Representatives. They are Class Members like you. Class Counsel can be reached by calling (312) 861-1800.

### 9. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

### 10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses of up to 35% of the Settlement Fund and will also request an incentive award of \$5,000 for each Class Representative from the Settlement Fund. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 11. What happens if I do nothing at all?

If you do nothing, 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 CSL Plasma or other Released Parties regarding any of the Released Claims. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.**

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the settlement website, [www.plasmasettlement.com](http://www.plasmasettlement.com), or call 877-586-2158.

## 12. What happens if I ask to be excluded?

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 Released Parties (at 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.

## 13. How do I ask to be excluded?

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must (a) be in writing, (b) identify the case name, *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606 (N.D. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking to be excluded; (d) be signed by the person seeking exclusion; and be postmarked or received (for emails) by the Settlement Administrator on or before August 22, 2022. Each Request for exclusion must also contain a statement to the following effect: "I hereby request to be excluded from the proposed Settlement Class in *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606." You must mail or e-mail your exclusion request no later than August 22, 2022 to:

Marsh et al. v CSL Plasma Inc. Settlement Administrator  
c/o Analytics Consulting LLC  
P.O. Box 2006  
Chanhasen, MN 55317-2006  
-or-  
[info@plasmasettlement.com](mailto:info@plasmasettlement.com)

You can't exclude yourself over the phone. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

## 14. If I don't exclude myself, can I sue CSL Plasma for the same thing later?

No. Unless you exclude yourself, you give up any right to sue CSL Plasma and any other Released Party for the claims being resolved by this Settlement.

## 15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a payment.

## 16. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Marsh et al. v. CSL Plasma Inc.*, No. 19-CV-07606 (N.D. Ill.), no later than August 22, 2022. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the United States District Court for the Northern District of Illinois  
Everett McKinley Dirksen United States Courthouse  
219 South Dearborn Street  
Chicago, IL 60604

Due to the COVID-19 pandemic, the Court is accepting filing from pro se litigants via email. Instructions on how to file via email can be found at <https://www.ilnd.uscourts.gov/>.

The objection must be in writing, must be signed and must include the following information: (a) your full name and current address, (b) a statement that you believe you are a member of the Settlement Class, (c) whether the objection applies to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for your objection, (e) all documents or writings that you wish the Court to consider, (f) the name and contact information of any attorneys

representing, advising or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you intend to appear at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of August 22, 2022. If you 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.

In addition to filing your objection with the Court you must send via mail, email, or delivery service, by no later than August 22, 2022, copies of your objection and any supporting documents to both Class Counsel and CSL Plasma’s lawyers at the addresses listed below:

Class Counsel	CSL Plasma’s Counsel
David Fish Mara Baltabols FISH POTTER BOLAÑOS, P.C. 200 E. 5th Ave., Suite 123 Naperville, IL 60563 (312) 861-1800 <a href="http://www.fishlawfirm.com">www.fishlawfirm.com</a> <a href="mailto:admin@fishlawfirm.com">admin@fishlawfirm.com</a>	Gerald L. Maatman, Jr. SEYFARTH SHAW LLP 233 S. Wacker Dr., Suite 8000 Chicago, IL 60606 (312) 460-5000 <a href="mailto:gmaatman@seyfarth.com">gmaatman@seyfarth.com</a>

Class Counsel will file with the Court and post on the settlement website their request for attorneys’ fees and incentive awards on August 8, 2022.

**17. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

**18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing on December 8, 2022, at 12:15 p.m. before the Honorable Judge Edmond Chang in Room 2119 of the District Court for the Northern District of Illinois, Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, or via remote means as instructed by the Court. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interest of Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys’ fees and expenses and the incentive awards to the Class Representatives.

**Note:** the date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don’t have to.

**20. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (see question 16) and intend to appear at the hearing, you must state you intention to do so in your objection.

## 21. Where do I get more information?

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at [www.plasmasettlement.com](http://www.plasmasettlement.com) or at the Clerk's Office in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and any closures as a result of the COVID-19 pandemic. You can also contact Class Counsel at (312) 861-1800 with any questions.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT OR  
THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR  
DISTRIBUTION OF SETTLEMENT PAYMENTS.**

# **EXHIBIT 3**

**TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS DE NORTEAMÉRICA PARA  
EL DISTRITO NORTE DE ILLINOIS**

*Marsh, et al. v. CSL Plasma Inc., caso n.º 19-CV-07606*

**SI REGISTRÓ LA HUELLA DACTILAR DE SU DEDO EN UN CENTRO DE RECOLECCIÓN DE CSL PLASMA EN ILLINOIS ENTRE EL 5 DE SEPTIEMBRE DE 2014 Y EL 16 DE OCTUBRE DE 2019, PUEDE RECLAMAR UN PAGO DE UNA CONCILIACIÓN EN UNA DEMANDA COLECTIVA.**

*Esta es una notificación oficial de un tribunal. Usted no está siendo demandado. Este no es un anuncio de un abogado.*

- Se ha llegado a un acuerdo de Conciliación en una demanda colectiva entre CSL Plasma Inc. (la “Demandada” o “CSL Plasma”) y ciertos donantes de plasma que registraron la huella dactilar de su dedo en un centro de recolección de CSL Plasma en el estado de Illinois. La demanda argumenta que CSL Plasma infringió una ley de Illinois denominada “Ley de Privacidad de la Información Biométrica de Illinois” (Illinois Biometric Information Privacy Act, “BIPA”) cuando recopiló datos biométricos de las personas a través de su sistema de identificación de donantes con un escáner de huellas dactilares sin cumplir con los requisitos que establecía la ley. CSL Plasma niega tales alegatos y la aplicabilidad de la ley a CSL Plasma. El Tribunal no ha decidido quién tiene la razón. Un tribunal federal en Chicago, Illinois, ha dado su aprobación preliminar a la Conciliación.
- Está incluido en la Conciliación si registró su huella dactilar en un Centro de recolección de CSL Plasma entre el 5 de septiembre de 2014 y el 16 de octubre de 2019. Si recibió una notificación de la Conciliación por correo postal o correo electrónico, nuestros registros indican que usted es un Miembro del grupo en la conciliación y está incluido en ella y puede presentar un formulario de reclamo en línea o por correo postal para recibir un pago en efectivo.
- Si el Tribunal aprobase la Conciliación, los miembros del Grupo que presentasen reclamos válidos recibirán una participación equivalente a, o *prorrataada* de un fondo de la conciliación de USD 9,900,000 que CSL Plasma ha aceptado crear, una vez que se hubiesen pagado todos los costos de notificación y administración, fallos por servicio y honorarios de abogados. Se estima que los pagos individuales a los Miembros del grupo de demandantes en la conciliación que presentasen un Formulario de reclamo válido oscilarán de USD 200 a USD 500, pero el monto podría ser superior o inferior, en base a la cantidad de reclamos válidos presentados.
- Lea atentamente esta notificación. Sus derechos legales se ven afectados, independientemente de que actuase o no.

<b>SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN</b>	
<b>PRESENTAR UN FORMULARIO DE RECLAMO</b>	Esta es la única manera de recibir un pago. Debe presentar un formulario de reclamo completo y válido en línea o por correo postal antes del <b>3 de noviembre de 2022</b> .
<b>NO HACER NADA</b>	No recibirá pago alguno en virtud de la Conciliación y renunciará a sus derechos de demandar a CSL Plasma o a ciertas empresas y personas relacionadas con respecto a las cuestiones planteadas en este caso.
<b>EXCLUIRSE</b>	No recibirá pago alguno, pero seguirá conservando todo derecho que pudiese tener en la actualidad de demandar a CSL Plasma en relación con las cuestiones planteadas en este caso.
<b>OBJETAR</b>	Escribirle al tribunal explicándole por qué no le agrada la Conciliación.
<b>ASISTIR A UNA AUDIENCIA</b>	Solicitar la palabra ante el Tribunal con respecto a la imparcialidad de la Conciliación.

Estos derechos y opciones, **así como los plazos para ejercerlos**, se explican en esta notificación.

El Tribunal a cargo de este caso aún debe decidir si aprobará o no la Conciliación. Los pagos se proporcionarán solo después de que se hubiese resuelto cualquier cuestión referida a la Conciliación. Sea paciente.

## INFORMACIÓN BÁSICA

### 1. ¿Qué es esta notificación y por qué debería leerla?

El Tribunal autorizó esta notificación para informarle acerca de una propuesta de Conciliación con CSL Plasma. Usted goza de derechos y opciones legales que puede ejercer antes de que el Tribunal decidiese si aprueba o no la propuesta de Conciliación. Puede calificar para recibir un pago en efectivo como parte de la Conciliación. Esta Notificación explica la demanda, la Conciliación y sus derechos legales.

El Juez Edmond Chang, del Tribunal de distrito de los Estados Unidos de Norteamérica para el distrito norte de Illinois, supervisa esta demanda colectiva. Al Caso se lo conoce como *Marsh et al. v. CSL Plasma Inc.*, n.º 19-CV-07606. Las personas que entablaron la demanda, Jada Marsh y Charles Hilson, son los Demandantes. La empresa a la que demandaron, CSL Plasma Inc., es la Demandada.

### 2. ¿Qué es una demanda de acción colectiva?

Una demanda de acción colectiva es una demanda en la que las personas a las que se conoce como los “Representantes del grupo” entablan una única demanda en nombre de otras personas que tienen reclamos legales similares. Todas estas personas conforman, en su conjunto, un “Grupo” o son “Miembros del grupo de demandantes”. Una vez que se hubiese certificado el Grupo, una Conciliación en una demanda colectiva finalmente aprobada por el Tribunal resuelve los problemas para todos los Miembros del grupo de demandantes en la Conciliación, excepto para quienes se excluyesen del Grupo de demandantes en la Conciliación.

## LOS RECLAMOS DE LA DEMANDA Y LA CONCILIACIÓN

### 3. ¿De qué se trata esta demanda?

La Ley de Privacidad de la Información Biométrica de Illinois (Biometric Information Privacy Act, “BIPA”), 740 ILCS 14/1, y siguientes, prohíbe que las empresas privadas capturen, obtengan, almacenen o usen los identificadores biométricos o la información biométrica de otra persona para cualquier fin, sin primero enviar una notificación y obtener el consentimiento por escrito. Los datos biométricos son cosas tales como su huella digital, impresión del rostro o barrido de escaneo del iris. Esta demanda alega que CSL Plasma infringió lo dispuesto por la BIPA al recopilar presuntamente datos de huellas dactilares biométricas de los donantes de plasma de Illinois que registraron sus huellas para su identificación antes de donar plasma en sus centros de recolección de plasma en Illinois, sin enviar una notificación u obtener el consentimiento. CSL Plasma niega estos alegatos y niega haber estado sujeta o infringido lo dispuesto en la BIPA.

Podrá encontrar más información sobre el reclamo de los Demandantes en la demanda y las defensas de la Demandada en la sección “Documentos del tribunal” del sitio web de la conciliación, [www.plasmasettlement.com](http://www.plasmasettlement.com).

### 4. ¿Quiénes están incluidos en el Grupo de demandantes en la conciliación?

Es un miembro del Grupo de demandantes en la conciliación si registró su huella dactilar en un Centro de recolección de CSL Plasma ubicado en Illinois entre el 5 de septiembre de 2014 y el 16 de octubre de 2019. Si registró su huella dactilar en un centro de recolección de CSL Plasma en Illinois durante dicho período, es posible que fuese un miembro del grupo y pueda presentar un [reclamo](#) para recibir un pago en efectivo. Si recibió una notificación de la Conciliación por correo postal o correo electrónico, nuestros registros indican que es un miembro del grupo de demandantes y está incluido en la Conciliación. Puede llamar o enviar un correo electrónico al Administrador de la conciliación, al llamar al 877-586-2158 o escribir a [info@plasmasettlement.com](mailto:info@plasmasettlement.com), para consultar si es o no un miembro del Grupo de demandantes en la conciliación.

## LOS BENEFICIOS DE LA CONCILIACIÓN

### 5. ¿Qué establece la Conciliación?

**Pagos en efectivo.** Si calificase, puede presentar un reclamo para recibir un pago en efectivo. Se estima que el monto de dicho pago oscila de USD 200 a USD 500 aproximadamente, pero se ignora el monto exacto en estos momentos, y el monto podría ser superior o inferior en función de la cantidad de Formularios de reclamo válidos presentados. Esta es una participación prorrateada o equivalente de un fondo que CSL Plasma ha aceptado crear por un total de USD 9,900,000, antes de que el Tribunal aprobase el pago de los gastos de la conciliación, los honorarios de los abogados y cualquier fallo por servicio para los Representantes del grupo en el litigio.

**Reparación no monetaria.** De acuerdo con la conciliación, CSL Plasma ha aceptado tomar todas las medidas necesarias para cumplir con lo dispuesto en la BIPA al obtener autorizaciones escritas de los donantes de plasma de Illinois que usan un escáner de dedo, al hacer todas las divulgaciones que exige la BIPA, al establecer y mantener una política de retención públicamente disponible y al destruir los datos de todas las huellas dactilares de todos los donantes anteriores en el lapso de los tres años después de su última interacción con CSL Plasma. Desde el 16 de octubre de 2019, la Demandada ha mantenido los consentimientos y las políticas de BIPA y ha implementado una práctica para obtener el consentimiento del donante antes de utilizar un escáner biométrico.

## CÓMO OBTENER LOS BENEFICIOS DE LA CONCILIACIÓN

### 6. ¿Cómo recibo un pago?

Si fuese miembro del Grupo de demandantes en la conciliación y deseara obtener un pago, debe completar y enviar un Formulario de reclamo válido antes del 3 de noviembre de 2022. Si hubiese recibido una notificación por correo electrónico, esta contenía un enlace al Formulario de reclamo en línea, que también está disponible en este sitio web [aquí](#) y se lo puede completar y enviar en línea. El formulario de reclamo en línea le permite seleccionar recibir su pago por Venmo, Zelle, Paypal, Depósito directo por Cámara de compensación automatizada (Automated clearing house, ACH) o cheque impreso. Se adjuntó un Formulario de reclamo impreso, con franqueo postal pago, a la notificación en postal que posiblemente hubiese recibido en el correo. Quienes envíen un Formulario de reclamo impreso recibirán un cheque impreso por correo postal, si es que se aprobase el reclamo.

El Formulario de reclamo exige que proporcionase la información siguiente: (i) nombre completo, (ii) dirección postal en los EE. UU., (iii) número de teléfono actual y dirección de correo electrónico y (iv) una declaración en la que indicase que registró su huella dactilar en un centro de recolección de CSL Plasma ubicado en Illinois entre el 5 de septiembre de 2014 y el 16 de octubre de 2019.

En base a la cantidad de Formularios de reclamo válidos enviados, es posible que necesite completar un Formulario W-9 del Servicio de Rentas Internas (Internal Revenue Service, IRS) para cumplir con las obligaciones de informes de impuestos del IRS en lo que concierne al pago. Puede completar el [Formulario W-9](#) ahora en el sitio web de declaración; hacerlo ahora garantizará que reciba su pago completo lo antes posible.

### 7. ¿Cuándo obtendré mi pago?

La audiencia para considerar la imparcialidad de la Conciliación se programó para el día 8 de diciembre de 2022, a las 12:15 p. m. Si el Tribunal aprobase la Conciliación, se emitirá a los Miembros del grupo de demandantes cuyos reclamos hubiesen sido aprobados por el Administrador de la conciliación y, de ser necesario, que hubiesen completado un Formulario W-9 en el sitio web de la conciliación un cheque o pago electrónico (según lo eligiese el Miembro del grupo de demandantes) dentro de los 60 días posteriores a la fecha en la que la Conciliación recibiese la aprobación definitiva del Tribunal o después de haber completado cualquier proceso de apelación. Sea paciente. Los cheques no cobrados y los pagos electrónicos que no pudieron completarse vencerán y quedarán anulados 150 días después de su emisión y se distribuirán a los destinatarios *cy pres* de Prairie State Legal Services y la Cruz Roja Estadounidense del Gran Chicago (American Red Cross of Greater Chicago) en sumas idénticas o a cualquier otra organización *cy pres* que seleccionase el tribunal.

## LOS ABOGADOS QUE LO REPRESENTAN

### 8. ¿Tengo un abogado en este caso?

Sí, el Tribunal ha nombrado a los abogados David Fish y Mara Baltabols de Fish Potter Bolaños, P.C., como los abogados para que lo representasen tanto a usted como a los otros Miembros del grupo de demandantes. A estos abogados se los conoce como los "Abogados del grupo de demandantes". Además, el Tribunal nombró a los Demandantes Jada Marsh y Charles Hilson para que se desempeñasen como Representantes del grupo de demandantes. Ellos son Miembros del grupo como usted. Puede comunicarse con los Abogados del grupo al llamar al (312) 861-1800.

### 9. ¿Debo contratar a mi propio abogado?

No es necesario que contratase a su propio abogado ya que los Abogados del grupo de demandantes están trabajando en su representación. Puede contratar a su propio abogado, pero si lo hiciera, tendrá que pagarle.

### 10. ¿Cómo se pagará a los abogados?

Los Abogados del grupo de demandantes solicitarán al Tribunal honorarios de abogados y gastos de hasta un 35 % del Fondo de la conciliación y también solicitarán un fallo por servicio de USD 5,000 para cada Representante del grupo del fondo de la conciliación. El Tribunal determinará el monto apropiado de los honorarios de los abogados y gastos que otorgará a los Abogados del grupo, al igual que el monto adecuado de cualquier fallo para los Representantes del grupo. El Tribunal podría otorgar un monto inferior a los montos solicitados.

## SUS DERECHOS Y OPCIONES

### 11. ¿Qué sucede si no hiciera absolutamente nada?

Si no hiciera nada, no recibirá ninguna suma del Fondo de la conciliación, pero seguirá estando obligado por todas las órdenes y sentencias del Tribunal. A menos que se excluyese de la Conciliación, no podrá presentar ni seguir adelante con una demanda

contra CSL Plasma o las otras Partes eximidas en lo que se refiere a cualquiera de los Reclamos eximidos. **Enviar un Formulario de reclamo válido y puntualmente es la única manera de recibir un pago de esta Conciliación.**

Para enviar un Formulario de reclamo o solicitar información sobre cómo solicitar la exclusión del grupo o presentar una objeción, visite el sitio web de la conciliación, [www.plasmasettlement.com](http://www.plasmasettlement.com), o llame al 877-586-2158.

## 12. ¿Qué sucede si solicito ser excluido?

Puede excluirse de la Conciliación. Si lo hiciera, no recibirá ningún pago en efectivo, pero no eximirá ninguno de los reclamos que pudiese tener contra las Partes eximidas (según se define dicho término en el Acuerdo de conciliación) y es libre de proseguir con cualquier derecho legal que pudiese tener, avanzando con su propia demanda contra las Partes eximidas, asumiendo por ello el riesgo y el gasto.

## 13. ¿Cómo solicito ser excluido?

Puede enviar por correo postal o por correo electrónico una carta en la que indicará que desea ser excluido de la Conciliación. Su carta debe (a) estar plasmada por escrito, (b) identificar el nombre del caso, *Marsh et al. v. CSL Plasma Inc.*, n.º 19-CV-07606 (N.D. Ill.); (c) indicar el nombre completo y la dirección actual de la persona dentro del Grupo de demandantes en la conciliación que pretende ser excluida; (d) estar firmada por la persona que solicita la exclusión y tener fecha de franqueo postal y ser recibida (para los mensajes por correo electrónico) por el Administrador de la conciliación el o antes del 22 de agosto de 2022. Cada Solicitud de exclusión también debe incluir una declaración a los efectos que siguen: “Mediante este documento solicito ser excluido del Grupo de demandantes propuesto en la Conciliación en *Marsh et al. v. CSL Plasma Inc.*, n.º 19-CV-07606.” Debe enviar por correo postal o correo electrónico su solicitud de exclusión antes del 22 de agosto de 2022 a la dirección siguiente:

Marsh et al. v CSL Plasma Inc. Settlement Administrator  
c/o Analytics Consulting LLC  
P.O. Box 2006  
Chanhassen, MN 55317-2006  
-o-  
[info@plasmasettlement.com](mailto:info@plasmasettlement.com)

No puede excluirse por teléfono. Ninguna persona podrá solicitar ser excluida del Grupo de demandantes en la conciliación a través de exclusiones “masivas” o “de Grupo”.

## 14. Si no me excluyese, ¿podré demandar a CSL Plasma por lo mismo más adelante?

No, a menos que se excluyese, renuncia a todo derecho de iniciar una demanda contra CSL Plasma y cualquier otra Parte eximida por los reclamos que resuelve esta Conciliación.

## 15. Si me excluyese ¿podré recibir algo de esta Conciliación?

No, si solicitase ser excluido, no recibirá pago alguno.

## 16. ¿Cómo objeto la Conciliación?

Si no se excluyese del Grupo de demandantes en la conciliación, puede objetar la Conciliación si no le agradase alguna parte de ella. Puede explicar los motivos por los cuales considera que el Tribunal debe denegar la aprobación al presentar una objeción. Para objetar, debe presentar una carta o escrito al Tribunal en el que indicará que objeta la Conciliación en *Marsh et al. v. CSL Plasma Inc.*, n.º 19-CV-07606 (N.D. Ill.) antes del 22 de agosto de 2022. Su objeción debe presentarse de manera electrónica o entregarse al Tribunal, a la dirección que se indica a continuación:

Clerk of the United States District Court for the Northern District of Illinois  
Everett McKinley Dirksen United States Courthouse  
219 South Dearborn Street  
Chicago, IL 60604

Debido a la pandemia del COVID-19, el Tribunal está aceptando las presentaciones de litigantes pro se por correo electrónico. Las instrucciones para saber cómo presentar un escrito por correo electrónico pueden encontrarse en <https://www.ilnd.uscourts.gov/>.

La objeción debe plasmarse por escrito, estar firmada e incluir la información siguiente: (a) su nombre completo y dirección actual, (b) una declaración en la que indicará que cree ser un miembro del Grupo de demandantes en la conciliación, (c) si la objeción se aplicase a usted, a un subgrupo específico del Grupo de la conciliación o a la totalidad del Grupo de la conciliación, (d) los fundamentos específicos para su objeción, (e) todos los documentos o escritos que desea que el Tribunal analizara, (f) el

nombre y la información de contacto de cualquier abogado que lo representase, asesorase o asistiese de algún modo en relación con la preparación o presentación de la objeción o que pudiese sacar provecho del avance de la objeción y (g) una declaración en la que indicará si pretende comparecer en la Audiencia de aprobación definitiva. Si contratase a un abogado en lo atinente a la presentación de una objeción, dicho abogado debe presentar una comparecencia ante el Tribunal o solicitar la admisión *pro hac vice* para ejercer ante el Tribunal y presentar de manera electrónica la objeción dentro del plazo que culmina el 22 de agosto de 2022. Si contratase a su propio abogado, será exclusivamente responsable del pago de cualquier tipo de honorarios y gastos en los que incurriese el abogado en su nombre. Si se excluyese de la Conciliación, no podrá presentar una objeción.

Además de la presentación de su objeción ante el Tribunal, debe enviar por correo postal, correo electrónico o servicio de entrega, antes del 22 de agosto de 2022, copias de su objeción y de cualquier documento de respaldo, tanto a los Abogados del grupo de demandantes como a los abogados de CSL Plasma, a las direcciones que se indican a continuación:

Abogados del grupo de demandantes	Abogados de CSL Plasma
David Fish Mara Baltabols FISH POTTER BOLAÑOS, P.C. 200 E. 5th Ave., Suite 123 Naperville, IL 60563 (312) 861-1800 <a href="http://www.fishlawfirm.com">www.fishlawfirm.com</a> <a href="mailto:admin@fishlawfirm.com">admin@fishlawfirm.com</a>	Gerald L. Maatman, Jr. SEYFARTH SHAW LLP 233 S. Wacker Dr., Suite 8000 Chicago, IL 60606 (312) 460-5000 <a href="mailto:gmaatman@seyfarth.com">gmaatman@seyfarth.com</a>

Los Abogados del grupo de demandantes presentarán y publicarán en el sitio web de la Conciliación su solicitud de honorarios de abogados y fallos por servicio el 8 de agosto de 2022.

### 17. ¿Cuál es la diferencia entre objetar y excluirse de la Conciliación?

Presentar una objeción simplemente significa comunicarle al Tribunal que a usted no le agrada algo acerca de la Conciliación. Solo puede presentar una objeción si siguiese formando parte del Grupo de demandantes en la conciliación como miembro del grupo. Excluirse del Grupo de demandantes en la conciliación es indicarle al Tribunal que no desea ser Miembro del grupo de demandantes en la conciliación. Si se excluyese, no tiene fundamento para presentar una objeción debido a que la causa ya no le concierne.

## LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

### 18. ¿Cuándo y dónde decidirá el Tribunal si aprueba o no el Acuerdo de conciliación?

El Tribunal llevará a cabo la Audiencia de aprobación definitiva el día 8 de diciembre de 2022, a las 12:15 p. m., ante el Honorable Juez Edmond Chang, en la sala 2119 del Palacio Judicial del Tribunal de Distrito para el distrito norte de Illinois, sito en Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, o a través de medios remotos, según lo instruyese el Tribunal. El objetivo de la audiencia es que el Tribunal determine si la Conciliación es imparcial, razonable y apropiada y que, además, obra en el mejor interés del Grupo de demandantes. En la audiencia, el Tribunal tratará cualquier objeción y planteo referido a la imparcialidad de la propuesta de Conciliación, inclusive las relacionadas con el monto solicitado por los Abogados del grupo de demandantes en concepto de honorarios de abogados y gastos y los fallos por servicio a los Representantes del grupo.

**Nota:** la fecha y hora de la Audiencia de aprobación definitiva están sujetas a cambios por Orden del Tribunal. Cualquier cambio se publicará en el sitio web de la conciliación.

### 19. ¿Debo asistir a la audiencia?

No, los Abogados del grupo responderán cualquier pregunta que el Tribunal pudiese tener. Sin embargo, será bienvenido si decidiese asistir, asumiendo el gasto. Si enviase una objeción, no está obligado a asistir al Tribunal para hablar al respecto. En tanto hubiese presentado o enviado por correo su objeción por escrito en debido tiempo y forma y esta cumpliera con los demás criterios que se describen en la Conciliación, el Tribunal la tendrá en cuenta. También puede pagarle a un abogado para que asistiese, pero no es necesario que lo hiciera.

### 20. ¿Podré hablar en la audiencia?

Sí. Si no se excluyese del Grupo de demandantes en la Conciliación, podrá pedir al Tribunal permiso para hablar en la audiencia con respecto a alguna parte de la propuesta de Conciliación. Si hubiese presentado una objeción (vea la pregunta 16) y pretendiese comparecer en la audiencia, debe indicar su intención de hacerlo en la objeción.

## 21. ¿Dónde puedo obtener más información?

Esta notificación resume la propuesta de Conciliación. Podrá encontrar información más detallada, inclusive el Acuerdo de conciliación y otros documentos en [www.plasmasettlement.com](http://www.plasmasettlement.com) o en la Oficina del Secretario del Tribunal, sita en Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, de 8:30 a. m. a 4:30 p. m., de lunes a viernes, excluidos los feriados judiciales y cualquier cierre que fuese producto de la pandemia del COVID-19. También puede comunicarse con los Abogados del grupo de demandantes al llamar al (312) 861-1800 si tiene alguna pregunta.

**TENGA A BIEN NO COMUNICARSE CON EL TRIBUNAL, EL JUEZ, LA DEMANDADA O LOS ABOGADOS DE LA DEMANDADA POR PREGUNTAS REFERIDAS A LA CONCILIACIÓN O LA DISTRIBUCIÓN DE LOS PAGOS DE LA CONCILIACIÓN.**

# **EXHIBIT 4**



MCS0003B52A24

Handwritten scribble or signature in the right margin.

To: Marsh et al. v. CSL Plasma Inc,  
Settlement Administrator  
Case No 19-CV-07606

I Marvin D. Crowder

Phone number:

Email address:

I Marvin D Crowder am requesting to  
be excluded from the settlement case of  
Marsh et al. v CSL Plasma Inc  
Case No. 19-CV-07606 claim ID# 1003514

Sincerely, Marvin D Crowder

Marsh et al. v CSL Plasma Inc.  
Case No. 19-CV-07606

Marvin D Crowder



Marsh et al. v CSL Plasma Inc., Settlement  
clo Analytics Consulting, LLC administrator  
P.O. Box 2006  
Chanhassan, MA 05317-2006

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# EXHIBIT 4

I, David Fish, pursuant to 28 U.S.C. § 1746, states as follows:

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

2. I graduated #2 in my law school class from Northern Illinois University College of Law in 1999. Prior to starting my own firm, I was employed by other law firms engaged in litigation in and around Chicago, Illinois including, Jenner & Block in Chicago as a summer associate, Klein, Thorpe & Jenkins in Chicago as an associate and The Collins Law Firm, P.C. as an associate.

3. I have extensive experience representing employees and employers in labor and employment disputes. I have handled disputes with the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the Equal Employment Opportunity Commission, and in the state and federal courts in Illinois. I have litigated hundreds of cases in the United States District Court for the Northern District of Illinois.

4. My law firm's resume is attached hereto.

5. I am the former chair of the DuPage County Bar Association's Labor and Employment Committee and served on the Illinois State Bar Association's Labor and Employment Committee Section Council. I also have been a member of the National Employment Lawyers Association.

6. I have, on several occasions, lectured at educational seminars for lawyers and other professionals. I moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure through the Illinois State Bar Association. I have presented on electronic discovery rules and testified before the United States Judicial Conference in Dallas,

Texas regarding electronic discovery issues. I have provided several CLE presentations on issues relating to labor and employment law.

7. I have authored, or co-authored, many articles, including: “Enforcing Non Compete Clauses in Illinois after Reliable Fire”, Illinois Bar Journal (April 2012); “Top 10 wage violations in Illinois”, ISBA Labor and Employment Newsletter (August, 2017); “Physician Non-Compete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain” DuPage County Bar Journal (October 2002); “Are your clients’ arbitration clauses enforceable?” Illinois State Bar Association, ADR Newsletter (October 2012); “The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules”, Univ. of W. Los Angeles Law Rev. (1999); “Zero-Tolerance Discipline in Illinois Public Schools” Illinois Bar Journal (May 2001); “Ten Questions to Ask Before Taking a Legal Malpractice Case” Illinois Bar Journal (July 2002); “The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice: An Illogical Practice”, Southern Illinois Univ. Law Journal (1998); “An Analysis of Firefighter Drug Testing under the Fourth Amendment”, International Jour. Of Drug Testing (2000); “Local Government Web sites and the First Amendment”, Government Law, (November 2001, Vol. 38).

8. My law firm has represented thousands of plaintiffs in dozens putative class action cases filed pursuant to the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.* I have actively litigated class action cases brought pursuant to BIPA since 2017 and helped recover tens of millions of dollars for my BIPA clients.

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

Agreement entered into in this case represents a fair compromise of a disputed claim. Given the uncertainty relating to the law at issue, including the healthcare exemption and what constitutes a biometric identifier, I believe it to be a more than fair outcome for the Class.

10. The parties engaged in multiple rounds of vigorous negotiations, resulting in a sharply-negotiated Settlement Agreement. The negotiation occurred in an environment of uncertainty about open issues, i.e., statute of limitations, preemption, and other significant uncertainties. The Plaintiffs had an opportunity to settle at a lower (but still substantial) amount but rejected that offer. After two mediations with Judge Wayne Anderson (Ret.), the parties still were unable to settle. However, Judge Anderson made a mediator's recommendation and the parties accepted it. Our refusal to settle early at a lower amount helped achieve the outstanding result that occurred here.

11. My law firm took this case on a 40% contingent fee basis.

12. Settlement Class Counsel assumed the risk that they would receive *no* fee for their services. The excellent result we achieved in this case supports the requested fee. The settlement provides for settlement payments to Plaintiffs and the class when there was no absolute certainty any recovery would occur. In fact, when we take matters on a contingency basis, some cases are successful and there are some where we do not get a fee.

13. Plaintiffs seek reimbursement of their costs in the amount of \$23,308.85, of which over 90% was for mediation expenses paid to JAMS and the remaining for expenses such as transcript fees, electronic research fees, and related expenses associated with the litigation. Of these costs, all but \$65 were incurred by my law firm; the Pfeiffer Wolf firm incurred a \$65 service fee.





## **FIRM OVERVIEW**

The Fish Potter Bolaños, P.C. has experience representing employees and employers in labor and employment disputes, including before the Illinois Department of Labor, the United States Department of Labor, the Illinois Department of Human Rights, the National Labor Relations Board, the EEOC, and in the state and federal courts in Illinois.

Our efforts have resulted in numerous favorable outcomes for our clients. Our attorneys are known for their knowledge of labor and employment matters and have been asked to present and publish in various classrooms and on-line publications to educate others on how this area of the law works. We also have an active *pro bono* practice and provide employment counseling for no charge to dozens of low income and elderly clients each year through a partnership with Prairie State Legal Services.

## **ATTORNEY PROFILES**

### **MARA BALTABOLS**

Mara is an accomplished civil litigator and class action attorney with a wide-range of experience litigating in state and federal court. Mara was recognized as an Illinois Super Lawyer Rising Star in Civil Defense Litigation in 2013, and in Consumer Law in 2016-2019. Mara is a strong believer in taking the best cases to trial. She served as a primary attorney in a case brought by a senior citizen against a major loan servicer, *Hammer v. RCS*, that resulted in a \$2,000,000

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 312-861-1800  
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200 East 5<sup>th</sup> Avenue  
Suite 123  
Naperville, Illinois 60653

jury verdict upheld on post-trial motions. She was a featured speaker at NACBA's 23rd Annual Convention discussing effective adversary proceedings and successfully preparing cases for trial.

Mara previously worked as an attorney at Bock, Hatch, Lewis & Oppenheim, LLC (f/k/a Bock & Hatch, LLC) and at Sulaiman Law Group, Ltd. d/b/a Atlas Consumer Law.

Mara obtained her J.D. from the University of South Carolina in 2009, and her undergraduate degree from the University of Colorado at Boulder in 2003. Mara is a member of the Illinois Bar and admitted to practice in the Northern and Southern federal district courts in Illinois. She is also admitted to the Eastern District of Wisconsin and Eastern District of Michigan.

#### **MARIA DE LAS NIEVES BOLAÑOS**

Ms. Bolaños was influenced from a young age by the work and activism of her single mother who worked to provide health care and educational services to Central Washington's Yakima Valley, including through work with migrant farmworkers and community organizations. It was this background that created Ms. Bolaños' interest in employment law and drew her to her first legal job with mentor and workers' rights activist Robin Potter, who later became her law partner.

Ms. Bolaños represents workers in wage and hour, False Claims Act, and employment discrimination and retaliation and litigation. She has significant litigation experience at the State and Federal level, as well as with local administrative agencies, including Equal Employment Opportunity Commission, the Illinois Department of Human Rights and the Illinois Education

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Labor Relations Board. Ms. Bolaños' experience includes representation of single plaintiffs, class and large class action cases with exceptional results, including a \$14 million dollar settlement in a class action sexual harassment case in *Brown, et al. v. Cook County, et al.*, No. 17-cv-8085 (N.D. Ill. 2020).

Ms. Bolaños is a 2009 graduate of DePaul University College of Law. She serves on the Executive Board of the National Employment Lawyers Association (NELA) and is VP of Diversity, Equity, and Inclusion on its Executive Committee. She also chairs NELA's Low Wage Worker Practice Group and serves on its Legislative Action Committee and is a member of NELA's Illinois affiliate, the Illinois State Bar Association, and the National Lawyers Guild's Chicago Labor and Employment Committee. Ms. Bolaños serves on the ARISE Chicago Legal Advisory Board and serves on the Board for In These Times Magazine.

Ms. Bolaños frequently lectures on various employment law matters, including NELA's Annual Conventions, NELA Illinois' Seventh Circuit Conference, the Decalogue Society, Illinois Legal Services Committee for Immigrants, and a variety of other organizations. Ms. Bolaños co-authored a brief on behalf of *amici curiae* Steve Viscelli, Domingo Avalos, Gabriel Procel, Brion Gray, James Zuber, Hector Zelaya, Desiree Ann Wood, the Wage Justice Center and Real Women in Trucking, Inc., in the case, *New Prime Inc. v. Oliveira*, 139 S.Ct. 532, 202 L.Ed. 2d 536 (2019).

#### **ALENNA BOLIN**

For thirty years, Ms. Bolin has advocated for employees from all walks of life and diverse backgrounds, in workplace civil rights, FMLA, sexual harassment, discrimination,

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retaliation and retaliatory discharge, and related employment matters. Her creative litigation strategies and advanced writing abilities combine to make her a skilled advocate for her clients. She treats clients with respect and compassion while guiding them through the legal process.

She has served as Of Counsel to the firm (formerly Potter Bolaños LLC and Robin Potter & Associates) since 2010.

Ms. Bolin previously practiced in the areas of civil rights, contracts, securities, commodities, and fraud, in addition to employment law. She was part of the two-lawyer trial team that won a \$500,000 jury verdict on workplace intentional infliction of emotional distress, a verdict that was later upheld on appeal in *Naeem v. McKesson Drug Co.*, 444 F.3d 59 (7<sup>th</sup> Cir. 2006). She was extensively involved in researching and drafting the winning briefs in *Walters v. Metropolitan Educational Enterprises, Inc.*, 519 S.Ct. 202 (1997), in which the U.S. Supreme Court issued a decision favorable to employees. More recently, she participated in case development and discovery on the legal team that achieved a \$14 million dollar settlement in a class action sexual harassment case in *Brown v. Cook County, et al.*, No. 17-cv-8085 (N.D. Ill. 2020). She has served as a contributing author for the Midwinter Report of FMLA Cases, published by the FMLA subcommittee of the Section of Labor and Employment Law of the American Bar Association.

Ms. Bolin received her J.D. from the University of California, Davis, School of Law, and her B.A., *cum laude*, from Northern Illinois University. During law school, she authored an article that won awards for excellence in writing and was published as the Pease Environmental

Law Review. Along with her J.D., she received a Public Interest Law Program Certificate. Ms. Bolin is an active member of the National Employment Lawyers Association.

### **PATRICK COWLIN**

Mr. Cowlin is an experienced attorney who primarily represents employees in wage and hour, discrimination, disparate impact, harassment, retaliation, FMLA, and other employment and *qui tam* cases. He has successfully litigated and negotiated cases involving individual plaintiffs, as well as class actions and collective actions. He has also represented union members in contract arbitration and administrative proceedings, and public school parents and students in class litigation.

Mr. Cowlin was recognized as a top rated employment litigation attorney in Illinois from 2017-2021, earning a “Rising Star” designation from Illinois Super Lawyers. He graduated with a B.B.A. in Finance from University of Wisconsin-Madison and graduated *cum laude* from DePaul University College of Law in 2012.

Mr. Cowlin is admitted to the Illinois Bar and the U.S. District Court for the Northern District of Illinois. He is a member of the National Employment Lawyers Association (“NELA”), NELA-Illinois, and the National Lawyers Guild. He is a part of NELA-Illinois’ Legislative Action Committee, which works to ensure Illinois Law appropriately protect employees’ rights.

### **DAVID FISH**

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Mr. Fish graduated #2 in his law school class from Northern Illinois University College of Law after graduating from Illinois State University. Prior to starting his own firm, Mr. Fish was employed by larger law firms. (Including, Jenner & Block in Chicago, Illinois as a summer associate and Klein, Thorpe & Jenkins/Collins Law). He is a member of the National Employment Lawyers Association which is a group of employment lawyers.

Mr. Fish has, on several occasions, lectured at educational seminars for lawyers and other professionals. He has moderated a continuing legal education panel of federal magistrates and judges on the Federal Rules of Civil Procedure, he has presented before the Illinois State Bar Association on electronic discovery rules, and he testified before the United States Judicial Conference in Dallas, Texas regarding electronic discovery issues.

Mr. Fish's publications include: "[Enforcing Non-Compete Clauses in Illinois after Reliable Fire](#)", [Illinois Bar Journal](#); "[Top 10 wage violations in Illinois](#)", [ISBA Labor and Employment Newsletter](#) (August, 2017); "[Physician Non-Complete Agreements in Illinois: Diagnosis—Critical Condition; Prognosis- Uncertain](#)" [DuPage County Bar Journal](#) (October 2002); "Are your clients' arbitration clauses enforceable?" [Illinois State Bar Association, ADR Newsletter](#) (October 2012); "[The Legal Rock and the Economic Hard Place: Remedies of Associate Attorneys Wrongfully Terminated for Refusing to Violate Ethical Rules](#)", [of W. Los Angeles Law Rev.](#) (1999); "[Zero-Tolerance Discipline in Illinois Public Schools](#)" [Illinois Bar Journal](#) (May 2001); "[Ten Questions to Ask Before Taking a Legal-Malpractice Case](#)" [Illinois Bar Journal](#) (July 2002); "[The Use Of The Illinois Rules of Professional Conduct to Establish The Standard of Care In Attorney Malpractice Litigation: An Illogical Practice](#)", [Southern](#)

Illinois Univ. Law Journal (1998); “An Analysis of Firefighter Drug Testing under the Fourth Amendment”, International Jour. Of Drug Testing (2000); “Local Government Web sites and the First Amendment”, Government Law, (November 2001, Vol. 38).

## **KIMBERLY HILTON**

Ms. Hilton has worked in the legal field for over twenty years as an attorney, legal assistant, a paralegal, and a law clerk. Ms. Hilton’s primary focus throughout her career has been in the area of labor and employment. Ms. Hilton has litigated in the state and federal courts and before agencies such as the Illinois Department of Human Rights, the Equal Employment Opportunity Commission, the Illinois Human Rights Commission and the American Arbitration Association.

Ms. Hilton graduated *cum laude* from The John Marshall Law School, Chicago, Illinois in 2010. Ms. Hilton received her Bachelor of Arts in English and Political Science from Cornell College, Mt. Vernon, Iowa in 2003. During law school, Ms. Hilton worked as a judicial extern for the Illinois Appellate Court, First District in Chicago, wrote and edited articles for The John Marshall Law Review and participated in John Marshall’s Moot Court program.

Ms. Hilton is a member of the National Employment Lawyers Association – Illinois and the Illinois State Bar Association. Ms. Hilton has also presented two CLE classes for the DuPage County Bar Association one about the EEOC and IDHR claim procedure and the other about COVID-19 and the new laws that were enacted in light of the pandemic.

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**JAMES GREEN**

Mr. Green represents individuals denied workers' compensation, social security or other disability benefits and unions and union members in labor negotiations and arbitrations, unfair labor practices and dismissal cases.

For more than thirty years Mr. Green has successfully represented hundreds of individuals in claims for Workers' Compensation benefits. He has assisted injured workers in a wide range of employment settings, including airline industry, health care institutions and public schools to obtain the full benefits they are entitled to receive under the Illinois Workers' Compensation Statute. He also represents clients who have been denied Social Security Disability Benefits. He is available to assist claimants in guiding them through the entire maze of the bureaucratic process from filing an application to representing them in a hearing before an Administrative Law Judge, if their claims are denied.

Mr. Green has worked closely with the Chicago Teachers Union for the last ten years. He has represented it in labor arbitrations and unfair labor practice charges before the Illinois Labor Relations Board and individual teachers in statutory dismissal hearing and in workers' compensation claims. He previously served as the General Counsel for Teamsters Local 726 from 1994-2009, negotiating contracts and representing the Union in all aspects of its operations.

Mr. Green has deep roots in the labor movement prior to practicing law. He began his career organizing child-care workers in Chicago, then worked as a staff director of a local union, managed a Health, Welfare and Pension fund for the Midwest Region for the International Ladies Garment Workers Union.

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Mr. Green is an active member of the Chicago Bar Association, the Workers' Compensation Lawyers' Association and the AFL-CIO Union Labor Alliance. Mr. Green graduated *cum laude* from the John Marshall Law School.

#### **JOHN KUNZE**

John C. Kunze graduated from The University of Illinois Champaign-Urbana with a Bachelor of Arts Degree in History. Mr. Kunze graduated *cum laude* from The John Marshall Law School in Chicago, Illinois. While at John Marshall John was a member of Law Review, co-founded The Video Game Law Society, and was the founding editor of the Society's Newsletter.

Mr. Kunze is a member of the National Employment Lawyers Association and the Illinois State Bar Association.

#### **SETH MATUS**

For more than twenty years, Mr. Matus has worked as a lawyer serving businesses ranging from start-ups and family companies to high tech firms, professional organizations, retailers and temporary labor services. Mr. Matus has repeatedly saved employers facing class-action overtime lawsuits from multi-million dollar liability and obtained favorable outcomes for general contractors entangled in complex construction disputes.

Mr. Matus is a leader in developing and implementing innovative policies and procedures to protect confidential information and trade secrets and in ensuring that businesses comply with applicable law after breaches involving personal data. He has been certified as an information

privacy professional in US private-sector law by the International Association of Privacy Professionals and has presented several seminars on information privacy topics to business owners and human resources professionals. Mr. Matus also presented a CLE to the DuPage County Bar Association about the laws enacted in response to the COVID-19 pandemic and the implications for small businesses in response.

Mr. Matus received his JD from the University of Colorado in 1996 and his B.A. from Rutgers in 1992. He is a member of the Illinois, Colorado, New Mexico bars.

#### **THALIA PACHECO**

Thalia serves as the leader of our employment discrimination department where she litigates the rights of workers. She received her B.A. from Northern Illinois University (DeKalb, Illinois) and received her J.D. from DePaul University College of Law (Chicago). At DePaul, Thalia was the Editor-in-Chief of the Journal of Women, Gender & Law.

While attending law school, Thalia focused her studies in labor and employment law and interned at C-K Law Group: The Law Offices of Chicago-Kent in its Plaintiff's Employment Law Clinic and Chicago Public Schools in its Labor and Employee Discipline Department. Thalia has worked at a number of Chicago employment law firms in the area, including Siegel and Dolan, The Case Law Firm, and employment defense firm Franczek PC. Thalia is a member of the Hispanic Lawyers Association of Illinois and the American Bar Association. Thalia is fluent in Spanish. Thalia has presented a CLE for the DuPage County Bar Association about the leave laws related to the COVID-19 pandemic.

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## **ROBIN POTTER**

Robin Potter moved to Chicago in 1978, where she has built a nationwide private practice trying and litigating Labor & Employment, Discrimination, Sex Harassment, Whistleblower, Wage & Hour and False Claims Act (FCA) individual and class action cases. Her FCA cases have returned ten of millions of dollars to the U.S. treasury and private carriers. She has been proud to serve as counsel to the Chicago Teacher's Union, union members and leadership working to reform their unions and increase democracy equity and justice in the workplace.

Robin served as a government supervisor in overseeing and conducting elections in the Laborers' International Union (LIUNA). She was also the court-appointed Claims Administrator in *Smith v. NIKE*, Case No. 03 C 9110 (N.D. Ill., J. Shadur), a class action race discrimination case and was the Special Master in *EEOC v. The Dial Corporation*, Case No. 99 C 3356 (N.D.IL.), a pattern and sexual harassment case.

Robin has frequently lectured, including at the following venues: American Bar Association Midyear, annual, labor & employment, and EEOC meetings; Illinois State Bar Association (Labor Section); National Employment Lawyers' Association, Association of Trial Lawyers of America (Civil Rights and Individual Employee Rights Sections); the Taxpayers Against Fraud (lawyers representing plaintiffs in Qui Tam litigation); the American Federation of Teacher and American Federation of Labor Lawyers' Coordinating Committee; and the Practicing Law Institute.

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In 2013, the National Lawyers' Guild, Chicago honored Robin and her firm's co-recipients of the Arthur Kinoy People's Law Award, "in recognition of tireless advocacy on behalf of the Chicago Teachers Union and Chicago Public School students, parents, and employees." Also in 2016, Robin was a finalist for the Public Justice Trial Lawyer of the Year Award for "outstanding contribution to the public interest" for her work in the case *United States and State of Illinois, ex rel Absher v. Momence Meadows Nursing Center, Inc.* The Chicago Democratic Socialists of America honored Robin at their 2014 Debs-Thomas-Harrington Dinner for her work supporting the labor movement and employees' rights.

Robin helped found the Nation Employment Lawyers Association and its Illinois chapter, NELA-Illinois, and remains an active member of both organizations. She is also a member of Taxpayers Against Fraud, the Chicago Bar Association, and the American Bar Association Litigation and Labor and Employment Section. She is on the Board of Directors of Advocates for Justice, a New York City based group engaged in nationwide advocacy and litigation, in public education and other areas of law reform.

Robin is a 1977 graduate of the University of Iowa Law School.

#### **SANDY ALPERSTEIN**

Sandy holds a B.A. in English from the University of Florida and is graduate of the University of Chicago Law School (*cum laude*, 1990). Sandy was a Staff Member of the Law Review and is admitted to the Illinois State Bar and the Northern District of Illinois. Sandy has represented clients in varied settings such as large law firms (Mayer, Brown), in-house (UARCO

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Incorporated), smaller boutique law firms, and in her own private practice. Sandy is an active volunteer in the disability community, participating in special education law and policy advocacy on the federal, state, and local levels.

### **ROGELIO DELATORRE**

Mr. Delatorre is a second year law student from Chicago-Kent College of Law. Mr. Delatorre is a first-generation Mexican-American whose parents are originally from Mexico but settled in the Chicagoland area. As a student, Mr. Delatorre is a member of the Hispanic Lawyers Association of Illinois, the Bar Representative on the Chicago-Kent Hispanic=Latinx Law Student Association Executive Board, the Treasurer of the Chicago-Kent Student Humanitarian Network, and a member of Chicago-Kent's Student Alumni Board. Additionally, Mr. Delatorre is the Vice-Chair of Communications of the Hispanic National Bar Association – Law Student Division.

Mr. Delatorre graduated with his Bachelor's Degree from Benedictine University where he majored in Accounting and obtained a minor in Political Science. Mr. Delatorre is also an alumnus of the Emma Bowen National Foundation, a national organization that provides diverse students with internships in the media industry.

Mr. Delatorre is fluent in Spanish. He is passionate about helping diversify the legal profession, helping the Latinx Community, and helping others in the process.

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### **ASHLEY FEENY**

Ms. Feeny has five years of legal assistant/paralegal experience. She graduated from Saint Xavier University in 2015 with a bachelor's degree in Criminal Justice and a minor in Middle Eastern Studies. She has experience in Real Estate Law, Class Actions, EEOC, NLRB and IDHR cases.

### **JESSICA HOWARD**

Jessica is a paralegal who assists with our Workers' Compensation Cases, Social Security, and Employment Law Teams. Jessica also has a background in professional writing.

### **NICOLE SANDERS**

Nicole is an experienced legal assistant/paralegal with over 28 years' experience in the legal field. Nicole has helped attorneys and clients in many different areas of the law including: employment law, personal injury, workers' compensation, real estate, divorce, and estate planning. She currently serves to support our employment attorneys and litigators.

### **REPRESENTATIVE CASES**

Some examples of class, collective, and/or employment litigation in which Fish Potter Bolaños, P.C. (or our prior firms, The Fish Law Firm PC, Potter Bolaños, LLC, and Robin Potter & Associates) has served as counsel include:

- a. *Brown v. Cook County*, No. 17-C-8085, 332 F.R.D. 229 (N.D.Ill.) (\$14 million sexual harassment recovery for class of 532 assistant public defenders and law

clerks certified in suit alleging hostile work environment due to egregious harassment by pre-trial detainees).

- b. *U.S.A. ex rel. Lokesh Chandra, M.D. v. Sushil A. Sheth, M.D.*, Case No. 06 C 2191 (N.D. Ill.) (False Claims Act case; \$20 million settlement with the United States government).
- c. *Nelson v. UBS Global Management*, No. 03-C-6446, 04 C 7660 (N. D. Ill.) (ERISA class action on behalf of thousands of BP Amoco employees who had Enron debt purchased as part of their money market fund; recovery of approximately \$7 million).
- d. *Franzen v. IDS Futures Corporation*, 06 CV 3012 (N. D. Ill. 2006) (recovery of millions of dollars for more than 1,000 limited partners in an investment fund that lost value as a result of the Refco bankruptcy).
- e. *Kuhl v. Guitar Center*, Case No. 07 C 214 (J. Gottschall) (nation-wide FLSA and Rule 23 class for commissioned sales force; class settlement of \$2,870,000 - 9000 class members)
- f. *Pope v. Harvard Bancshares*, 06 CV 988, 240 F.R.D 383 (N. D. Ill. 2006) (class action recovery of \$1.3 million for former shareholders of community bank who had stock repurchased in a reorganization).
- g. *Johnson v Resthaven/Providence Life Services*, 2019CH1813 (Cook County, IL) (\$3 million class action recovery under Biometric Information Privacy Act)

- h. *Cesarz et al v. Wynn Las Vegas LLC et al*, 2:13-cv-00109 (Nevada)(\$5.6 million FLSA settlement against Wynn Las Vegas casino workers)
- i. *Barnes v. Aryzta, LLC*, 288 F. Supp. 3d 834 (N.D. Ill and Cook County)(\$2.9 million class action recovery under BIPA)
- j. *Cruz v. Unilock Chicago, Inc.*, (J. Colwell) 383 Ill. App. 3d 752; 892 N.E.2d 78; 322 Ill. Dec. 831 (1st Dist. 2008)(certified class of 300 plant employees under IMWL and IWPCA; class-wide settlement of \$1,600,000)
- k. *Canas v. Smithfield Foods*, 2020CV4937(\$7.75 million recovery under FLSA and IMWL for COVID-19 pandemic related bonuses)
- l. *Pietrzycki v. Heights Tower Serv., Inc.*, 197 F. Supp. 3d 1007 (N.D. Ill. 2016)(finding Fish appropriate to represent Class in wage and hour claims relating to overtime; case ultimately resolved on a class wide basis prior to trial).
- m. *WAM Holdings, Inc d/b/a All Star Management, Inc./Wendy's*, Cook County, Case No. 2019-CH-11575 (\$5.85 million class action recovery under the Biometric Information Privacy Act)
- n. *Balonek et al v. Safeway et al.*, No. 14-cv-01457 (N.D.Ill.) (class action settlement under FLSA and IMWL for \$1.7 million on behalf of General Merchandise Managers and Assistant General Merchandise managers who worked in Illinois at Dominick's)

- o. *Ralph/Memoli v. Get Fresh Produce Inc.*, 2019CH2324 (\$675,000 settlement on a class wide basis for claims under Biometric Information Privacy Act)
- p. *Parker v. DaBecca Natural Foods*, 2019CH1845 (\$999,975 settlement on a class wide basis for claims under Biometric Information Privacy Act)
- q. *Blount v. Stroud, et al.*, 01 L 2330 (Cook County, IL)(\$3.1 million verdict for retaliatory discharge and retaliation under 42 U.S.C. §1981, November 2005; 376 Ill. App. 3d 935, 877 N.E.2d 49 (1st Dist. 2007)(verdict rev'd. on IDHR preemption grounds); PLA recon. granted to Illinois Supreme Court - 232 Ill. 2d 302, 904 N.E.2d 1 (2008)(reversing and remanding to Appellate Court), 395 Ill. App. 3d 8; 915 N.E.2d 925; 2009 Ill. App. LEXIS 553; 333 Ill. Dec. 854; 106 Fair Empl. Prac. Cas. (BNA) 1163 (1st Dist. - Oct. 6, 2009);(denying remaining post-trial appeals and reinstating jury verdict); Rehearing den., 2009 Ill. App. LEXIS 1051 (Ill. App. Ct. 1st Dist., Oct. 2, 2009); defense appeal denied 2010 Ill. LEXIS 160 (Ill., Jan. 27, 2010); cert den., 131 S. Ct. 503 (2010)(initial fee petition in amount of \$1,156,589 granted)
- r. *Day v. NuCO2 Mgmt., LLC*, 1:18-CV-02088, 2018 WL 2473472, at \*1 (N.D. Ill. May 18, 2018)(serving as the collective's co-counsel in a \$900,000 settlement under FLSA)
- s. *USA ex rel. Dr. Raymond Pollak v. University of Illinois, et al.*, Case No. 99 C 710 (Intervened False Claims Act; partial settlements in 2003 of \$2.4 million on Medicare and Medicaid fraud, false hospitalizations in liver transplant).

- t. *Mello et al v. Krieger Kiddie Corporation*, 15-cv-5660 (collective and putative class action alleging claims under FLSA, IMWL, IWPCA).
- u. *Bell v. UPS, Case No. 94 CH 1658 (Cook Co.)*(\$7.25 million settlement of class action overtime case for 3000+ Illinois package car drivers)
- v. *Sotelo v. DirectRevenue*, No. 05-2562 (N.D. Ill. filed Apr. 29, 2005)(class action alleging that company placed “spyware” on consumers’ computers; resulted in a settlement that mandated significant disclosures to computer users before unwanted software could be placed on their computers, see also Julie Anderson, *Sotelo v. Directrevenue, LLC: Paving the Way for Spyware-Free Internet*, 22 Santa Clara High Tech. L.J. 841 (2005).
- w. *LaPlaca v. Malnati et al.*, No. 15-cv-1312 (N.D.Ill.) (Class action on behalf of restaurant employees, \$850,00 court-approved settlement).
- x. *Sharples et al v. Krieger Kiddie Corporation*, 2013 CH 25358 (Cir. Court Cook County) (Illinois Wage Payment and Collection Act IWPCA class action claims; final approval of class wide settlement).
- y. *Kusinski v. MacNeil Automotive Products Limited*, 17-cv-03618 (class and collective claims under the FLSA and the IMWL; final approval of class settlement entered);
- z. *Gabryszak v. Aurora Bull Dog Co.*, 427 F. Supp. 3d 994 (N.D. Ill. 2019)(obtaining partial summary judgment for Collective under FLSA in a tip credit case for servers).