

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

CASSANDRA HUGHES, individually)	
and on behalf of similarly situated)	
individuals,)	
)	
Plaintiff,)	No. 2018-CH-13122
)	
v.)	Hon. Thaddeus L. Wilson
)	
MAYFIELD CARE CENTER, LLC an)	
Illinois limited liability company,)	
)	
Defendant.)	
)	

PLAINTIFF’S UNOPPOSED MOTION IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Dated: May 8, 2025

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I. INTRODUCTION

The Parties in this putative class action, brought under the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”), have reached a proposed settlement that provides Settlement Class Members¹ with *pro rata* cash payments from a \$137,950.00 Settlement Fund without the need for a claims process. If approved, the Settlement Agreement will bring certainty and closure – and outstanding monetary relief for individuals – to what otherwise would likely be continued contentious and costly litigation regarding the alleged unlawful collection and use of individuals’ biometric identifiers and/or biometric information by Defendant Mayfield Care Center, LLC (“Defendant”).

By this unopposed Motion, Plaintiff Cassandra Hughes (“Plaintiff”) seeks, *inter alia*, preliminary approval of the Settlement, certification of a settlement class, appointment of class counsel, and approval of the proposed form and method of class notice. This Motion describes in detail the reasons why preliminary approval is in the best interests of the class and is consistent with 735 ILCS § 5/2-801.

As discussed in more detail below, the most important consideration in evaluating the fairness of a proposed class action settlement is the strength of the plaintiff’s case on the merits balanced against the risks associated with the defenses raised and the relief obtained in the settlement. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990). While Plaintiff believes she would be able to secure class certification and prevail on the merits at trial, success is not assured, and Defendant is prepared to continue to vigorously defend this case. The

¹ Unless otherwise defined herein, capitalized terms used herein have the same meaning given to them as in the Settlement Agreement attached hereto as Exhibit 1.

terms of the Settlement – which include a Settlement Fund providing Settlement Class Members with substantial cash compensation – meet and exceed the applicable standards of fairness. Accordingly, the Court should preliminarily approve the Settlement so that the settlement administration process can begin and Settlement Class Members can receive notice of their rights.

II. THE LAWSUIT

A. The Illinois Biometric Information Privacy Act

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

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

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

B. The Case and Procedural History

1. Plaintiff's Allegations

Defendant owned and operated a nursing home in Illinois. Plaintiff alleges that, while she worked for Defendant, Defendant required her to use a biometric-reliant timekeeping system in order to verify her identity when she clocked in and out of work shifts. Each time Plaintiff clocked in or out using Defendant's timekeeping system, Defendant allegedly collected scans of her finger, a biometric identifier or information therefrom (*i.e.* biometric information). Plaintiff alleges that, even though her biometrics were captured, stored, used, and obtained by Defendant, Defendant never sought or obtained Plaintiff's written consent, and Defendant never established a publicly-available biometric retention and destruction policy. Thus, Plaintiff alleges that Defendant violated her biometric privacy rights as afforded under BIPA. Defendant denies all allegations and claims of wrongdoing that Plaintiff has asserted in this Litigation, and denies that it violated BIPA.

2. Procedural History and the Parties' Settlement Negotiations

Plaintiff filed this case on October 22, 2018 in the Circuit Court of Cook County, Illinois, where it was assigned to Judge Pamela McLean Meyerson. Plaintiff's operative complaint asserts claims against Defendant under Sections 15(a) and (b) of BIPA. 740 ILCS 14/15(a), (b). On March 22, 2019, Defendant filed a Motion to Dismiss pursuant to Section 2-619 of the Illinois Code of Civil Procedure, arguing that (1) Plaintiff lacked standing under Illinois common law to assert her BIPA claims, and (2) Plaintiff's claims are preempted by the Illinois Worker's Compensation Act. On October 24, 2019, the Court denied Defendant's Motion to Dismiss in its entirety. Thereafter, the case was reassigned to this Court and all proceedings were stayed pending the Illinois Supreme Court's resolution of several cases directly affecting BIPA. On March 7, 2023, the stay was lifted and the Parties subsequently were ordered to proceed with discovery.

On February 14, 2024, a temporary stay of proceedings was ordered while the Parties agreed to explore potential settlement of this lawsuit. The Parties agreed to attempt to resolve the Litigation through participation in a mediation session overseen by the Honorable James Epstein (Ret.) of JAMS, a former Cook County Circuit Court judge and former Justice of the Illinois Appellate Court. On June 18, 2024, the Parties engaged in an arm's-length mediation session with Judge Epstein. With the assistance of Judge Epstein, the Parties negotiated a settlement in principle. Counsel for Plaintiff and for Defendant expended significant efforts to reach a settlement, including but not limited to identifying potential class members, and participating in good faith, arm's-length negotiations. The Parties continued negotiating certain terms over the following months and were ultimately able to agree upon the terms of a settlement for which they now seek preliminary approval.

III. THE PROPOSED SETTLEMENT

A. The Settlement Class

The proposed Settlement would establish a Settlement Class defined as follows:

“All individuals who scanned their finger using Defendant’s timekeeping system in Illinois between October 22, 2013 and [preliminary approval].”

(Ex. 1, ¶ 49). Defendant has represented that the Settlement Class consists of 178 individuals (*Id.*, ¶ 50).

B. The Settlement Fund and Settlement Payments

The proposed Settlement will establish a \$137,950.00 (one hundred thirty-seven thousand, nine hundred fifty dollars) *non-reversionary* Settlement Fund. (*Id.*, ¶ 54(a)). After payment of Administrative Expenses to the Settlement Administrator, any Fee Award to Class Counsel, and any Service Award to the Class Representative, each Settlement Class Member will be entitled to an equal share of the Settlement Fund. (*Id.*, ¶ 54(b)). The Settlement Administrator will distribute

the Settlement Fund *pro rata* directly to Class Members without the need for a claims process. Any uncashed amounts from the Settlement Fund following distribution to Class Members will be distributed to the Parties' proposed *cy pres* recipient, the Chicago Bar Foundation (*Id.*, ¶ 58), or any other recipient approved by the Court.

C. Notice and Settlement Administration

Defendant, with the assistance of the Settlement Administrator as appropriate, shall create a Class List including the names, last known mailing addresses, email addresses, and Social Security numbers of potential Settlement Class Members in Defendant's possession. (*Id.*, ¶ 68(a)–(b)). To reach as many potential Class Members as possible, notice will be given directly by U.S. Mail to all Class Members for whom Defendant has a last-known address or the address information can be determined by the Settlement Administrator (*Id.*, ¶ 69(c)). The Settlement Agreement also provides for the establishment of a Settlement Website which will include relevant case documents, including the Settlement Agreement and a detailed long-form Notice. (*Id.*, ¶¶ 46, 69(e)).

D. Exclusion and Objection Procedure

Settlement Class Members will have an opportunity to exclude themselves from the Settlement or object to its approval. The procedures and deadlines for filing opt-out requests and objections will be identified in the short-form Notice sent directly to Settlement Class Members and in the long-form Notice available on the Settlement Website (Ex. 1, ¶ 69(a)). The Notices will inform Settlement Class Members that the Final Approval Hearing will be their opportunity to appear and have their objections heard. (*Id.*) The Notices will also inform Settlement Class Members that they will be bound by the Release contained in the Settlement Agreement unless they exercise their right to exclusion in a timely manner. (*Id.*)

E. Release

In exchange for the relief described above, the Settlement Class Members who do not exclude themselves will provide Defendant and other Released Parties with a release of all claims (as more fully described in the Settlement Agreement), including BIPA claims, arising out of, related to, or connected with the alleged capture, collection, storage, possession, transmission, failure to protect from disclosure, and/or other use of biometric identifiers and/or biometric information. (*Id.*, ¶¶ 39–41, 59–61).

IV. ARGUMENT

A. The Terms of the Settlement are Fair and Reasonable and Warrant Preliminary Approval.

The Settlement represents a fair and reasonable resolution of this Litigation and is worthy of notice to, and consideration by, the Settlement Class Members. It will provide outstanding financial relief to the Settlement Class Members, without the need for a claims process, and will relieve the Parties of the burden, uncertainty, and risk of continued litigation.

Courts review proposed class action settlements using a well-established two-step process. Conte & Newberg, *Newberg on Class Actions*, § 11.25, at 38–39 (4th ed. 2002); *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶¶ 4, 7, 15. The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is “within the range of possible approval.” *Newberg*, § 11.25, at 38–39; *Sabon*, 2016 IL App (2d) 150236, ¶ 4. The preliminary approval hearing is not a fairness hearing, but rather a hearing to ascertain whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing. *Newberg*, § 11.25, at 38–39; *Armstrong v. Board of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). The court then determines whether the settlement is fair, reasonable, and adequate, and considers several factors, including: “(1) the strength of the

case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed." *City of Chicago*, 206 Ill. App. 3d at 972. Of these considerations, the first is most important. *Steinberg v. Sys. Software Associates, Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999).

Even a preliminary application of these factors to this case demonstrates that the proposed settlement is fair, reasonable, and adequate. As to the first factor, the Settlement in this case provides excellent benefits to the Settlement Class. With no claims process required, all Settlement Class Members who do not exclude themselves will receive a check for an equal share of the \$137,950.00 Settlement Fund, after deductions for settlement administration expenses and the court-approved attorneys' fees and service award. Plaintiff anticipates that these net payments will approximate \$450 for each Class Member.

While Plaintiff believes that she has a likelihood of prevailing on her claims against Defendant, she is also aware that Defendant has expressed a firm denial of her material allegations and the intent to raise several affirmative defenses. These defenses, if successful, could result in Plaintiff and the Settlement Class Members receiving no payment whatsoever. Absent this Settlement, Plaintiff would also otherwise be required to prevail on a class certification motion, which would be highly contested and for which success would certainly not be guaranteed. Thus, the amount of the Settlement Fund and the payments to Settlement Class Members are excellent in light of the risks of ongoing litigation. Approval would allow Plaintiff and the Settlement Class Members to receive meaningful and significant compensation now, instead of years from now—

or perhaps never.

The second factor, Defendant's ability to pay, further supports the settlement. Defendant is no longer an operating entity and has limited insurance coverage which would be fully eroded after class certification, trial, judgment, and appeals.

With respect to the third factor, litigation through trial would be complex, expensive and cause delay. The Parties have to undergo significant motion practice before any trial on the merits could even be contemplated. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. As such, the immediate and considerable relief provided to the Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a drawn-out litigation, trial, and appellate process.

Addressing factors four and six, presently there is no opposition to the Settlement and, given the strength of this Settlement and the significant financial benefits provided to the Settlement Class Members, Plaintiff expects little or no opposition to the Settlement. Indeed, Plaintiff herself has approved of the Settlement and believes that it is fair and reasonable in light of the defenses raised by Defendant and the potential risks involved with continued litigation.

With respect to factor five, there is an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm's-length negotiations. *Newberg*, § 11.42; *see also Coy v. CCN Managed Care, Inc.*, 2011 IL App (5th) 100068-U, ¶ 31 (finding that there was no collusion where the settlement agreement was reached as a result of "an arm's-length negotiation . . . entered into after years of litigation and discovery, resulting in a settlement with the aid of an experienced mediator"). Here, there is no collusion or fraud as the Settlement was reached as a result of

contested, arm's-length negotiations requiring the assistance of Judge Epstein, a former Justice of the Illinois Appellate Court. Moreover, given the excellent result for the Settlement Class in the form of significant monetary relief, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties.

With respect to factor seven, Plaintiff's counsel believe that the proposed Agreement is in the best interest of the Settlement Class Members because Defendant is no longer an operating entity and Settlement Class Members are each provided an immediate and substantial payment, compared to the possibility of having to wait years for the litigation and any subsequent appeals to run their course and ultimately receiving no benefit whatsoever. Given Plaintiff's counsel's extensive experience litigating similar class action cases in federal and state courts across the country, including scores of other BIPA cases, this factor also weighs in favor of granting preliminary approval. *See GMAC Mortgage Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992).

Finally, as to factor number eight and as stated above, this Settlement was reached only after substantial litigation and significant discovery among the Parties, and only after contentious negotiations over a period of months. Had the Parties not reached settlement, this case would have proceeded to dispositive motions and/or class certification, with the Parties being required to expend substantial resources to go forward and face extensive risk regarding any decision on the merits of the case and whether a class should be certified.

The Court need not rule on a blank slate as to the fairness, reasonableness, and adequacy of the instant Settlement. In similar BIPA cases brought by employees against their employers, courts have regularly approved settlements providing substantially the same or significantly less monetary relief than the proposed \$137,950.00 Settlement Fund here (valued at \$775 gross per

class member). *See, e.g., Cruz v. Jame Roll Form Products*, No. 21-CH-04132 (Cir. Ct. Cook Cnty., Ill. 2023) (finally-approved BIPA settlement created fund in the gross amount of \$525 per class member); *Grabowska v. The Millard Group, LLC*, No. 17-CH-13730 (Cir. Ct. Cook Cnty., Ill. 2023) (approved BIPA settlement created a \$544,144 fund for approximately 1,985 class members, or \$274 gross per class member).

Accordingly, the relief provided by the Parties' proposed settlement is fair, reasonable, and adequate, and well within the range of similar such settlements and warrants Court approval.

B. The Proposed Class Notice Should be Approved.

Under 735 ILCS § 5/2-803, the Court may provide class members notice of any proposed settlement so as to protect the interests of the class and the parties. *See Cavoto v. Chicago Nat. League Ball Club, Inc.*, No. 1-03-3749, 2006 WL 2291181, at *15 (1st Dist. 2006). Notice must be provided to absent class members to the extent necessary to satisfy requirements of Due Process. *Cavoto*, 2006 WL 2291181, at *15. As explained by the U.S. Supreme Court, Due Process requires that the notice be the “best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections’” as well as “‘describe the action and the plaintiffs’ rights in it.’” *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 36 (citing *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985)).

Here, the Settlement Agreement contemplates a multi-part notice plan including direct notice of the Settlement to the Settlement Class Members by U.S. mail, as well as the establishment of a website containing the relevant court documents and the long-form Notice, which explains how Settlement Class Members can exclude themselves from the Settlement Agreement if they so choose. The proposed short-form Notice and long-form Notice are attached as Exhibits B and C to the Settlement Agreement, respectively. These proposed methods of notice comport with 735

ILCS 5/2-803 and Due Process and should be approved.

C. The Court Should Grant Class Certification for Settlement Purposes.

For settlement purposes only, the Parties have agreed that the Court should make preliminary findings and enter an order granting provisional certification of the Settlement Class and appoint Plaintiff and her counsel to represent the class. “The validity of use of a temporary settlement class is not usually questioned.” *Newberg*, § 11.22. Prior to granting preliminary approval of a class action settlement, a court should determine that the proposed settlement class is a proper class for settlement purposes. *Manual for Complex Litigation* (Fourth) § 21.632. A class may be certified under Section 2-801 of the Illinois Code of Civil Procedure if the following “prerequisites” are satisfied: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy. 735 ILCS § 5/2-801; *CE Design Ltd. v. C & T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 10. In this case, the Settlement Class meets all of the applicable certification requirements.

1. *The Class is Sufficiently Numerous and Joinder is Impracticable.*

Numerosity is met where “the class is so numerous that joinder of all members is impracticable.” 735 ILCS § 5/2-801(1). “Although there is no bright-line test for numerosity, a class of forty is generally sufficient[.]” *Hinman v. M & M Rental Center, Inc.*, 545 F. Supp. 2d 802, 805–06 (N.D. Ill. 2008). Here, the Settlement Class encompasses 178 individuals. This class is sufficiently numerous such that joinder would be impracticable, given that absent a class action, few members could afford to bring an individual lawsuit over the amounts at issue since each

individual member's claim is relatively small. *See Gordon v. Boden*, 224 Ill. App. 3d 195, 200 (1st Dist. 1991).

2. *Common Questions of Law and Fact Predominate.*

Commonality, the second requirement for class certification, is met where there are “questions of fact or law common to the class” and those questions “predominate over any questions affecting only individual members.” 735 ILCS § 5/2-801(2). Such common questions of law or fact exist when the members of the proposed class have been aggrieved by the same or similar misconduct. *See Walczak v. Onyx Acceptance Corp.*, 365 Ill. App. 3d 664, 673–74 (2d Dist. 2006). Here, all members of the proposed Class share common statutory BIPA claims arising out of standardized alleged conduct: Defendant's alleged collection and use of Settlement Class Members' biometrics without obtaining valid consent. Proving a BIPA violation across the Settlement Class would require the resolution of the same central factual and legal issues, including whether the information taken from Settlement Class Members constituted biometric identifiers or biometric information as defined by BIPA, and whether such information was taken and used in violation of BIPA. These common questions resulting from Defendant's alleged conduct predominate over any individual issues that may exist and can be answered on a class-wide basis based on common evidence maintained by Defendant. Accordingly, this factor is satisfied.

3. *Adequate Representation*

The third element of Section 2-801 requires that “[t]he representative parties will fairly and adequately protect the interest of the class.” 735 ILCS § 5/2-801(3). The class representative's interests must be generally aligned with those of the class members, and class counsel must be “qualified, experienced and generally able to conduct the proposed litigation.” *See Miner v. Gillette Co.*, 87 Ill. 2d 7, 14 (1981). The adequacy requirement is satisfied where “the interests of

those who are parties are the same as those who are not joined” such that the “litigating parties fairly represent [them]” and where the “attorney for the representative party ‘[is] qualified, experienced and generally able to conduct the proposed litigation.’” *CE Design Ltd.*, 2015 IL App (1st) 131465, ¶ 16 (citing *Miner*, 87 Ill. 2d at 56)).

Here, Plaintiff’s interests are entirely representative of and consistent with the interests of the proposed Settlement Class: all have allegedly had their biometrics collected by Defendant in a manner alleged to be inconsistent with the legal protections provided by BIPA. Plaintiff’s pursuit of this matter has demonstrated that she has been, and will remain, a zealous advocate for the Settlement Class. Thus, Plaintiff is an adequate representative of the Settlement Class. Similarly, proposed Class Counsel have regularly engaged in major complex litigation, have extensive experience in consumer class action lawsuits, and have been appointed as class counsel in dozens of complex class actions, including in many BIPA class actions, in the Circuit Court of Cook County, the Circuit Court of Lake County, the Circuit Court of DuPage County, the U.S. District Court for the Northern District of Illinois, and in state and federal courts throughout the country. (Declaration of Evan M. Meyers, attached hereto as Exhibit 2, at ¶¶ 4–5 (identifying cases)). Accordingly, Plaintiff’s counsel will adequately represent the Settlement Class here.

4. *Fair and Efficient Adjudication of the Controversy*

The final prerequisite to class certification is met where “the class action is an appropriate method for the fair and efficient adjudication of the controversy.” 735 ILCS § 5/2-801(4). “In applying this prerequisite, a court considers whether a class action: (1) can best secure the economies of time, effort and expense, and promote uniformity; or (2) accomplish the other ends of equity and justice that class actions seek to obtain.” *Gordon*, 224 Ill. App. 3d at 203. In practice, a “holding that the first three prerequisites of section 2-801 are established makes it evident that

the fourth requirement is fulfilled.” *Id.* at 204. Thus, the fact that numerosity, commonality and predominance, and adequacy of representation have all been demonstrated in the instant case makes it “evident” that the appropriateness requirement is satisfied as well.

Other considerations further support certification in this case. Absent a class action, most members of the Settlement Class would find the cost of litigating their claims – each of which is statutorily limited to \$1,000 per negligent violation under BIPA – to be prohibitive. It is, thus, unlikely that individuals would invest the time and expense necessary to seek relief through individual litigation. Accordingly, a class action is the superior method of adjudicating this action and the proposed Settlement Class should be certified.

D. Proposed Schedule

The Parties propose the following schedule leading to the hearing on final approval of the settlement:

1. **Notice Date:** the Settlement Administrator will disseminate notice to Settlement Class Members by U.S. mail, and publish the Settlement Website, no later than thirty (30) days after the date of entry of the Order granting Preliminary Approval;
2. **Submission of Papers in Support of Attorneys’ Fees and Expenses:** will be filed at least twenty-one (21) days prior to the Objection/Exclusion deadline;
3. **Deadline for Objections/Exclusions:** each request for exclusion and/or objection must be submitted/postmarked or filed with the Court within approximately forty-two (42) days following the Notice Date;
4. **Submission of Papers in Support of Final Approval of Settlement and in Response to any Objections:** will be filed no later than ten (10) days prior to the date of the Final Approval hearing;
5. **Final Approval Hearing:** will occur approximately one hundred (100) days after the date of entry of the Order granting Preliminary Approval, or such other date as ordered by the Court.

V. **CONCLUSION**

For the foregoing reasons, Plaintiff Cassandra Hughes respectfully requests that the Court: (1) preliminarily approve the proposed Settlement Agreement; (2) appoint Plaintiff as the Settlement Class Representative; (3) appoint Evan M. Meyers, Brendan Duffner, and Joseph M. Dunklin of McGuire Law, P.C., as Class Counsel; (4) approve the form and methods of the proposed notice; (5) order the issuance of notice; and (6) grant such further relief as the Court deems reasonable and just.

Dated: May 8, 2025

Respectfully submitted,

CASSANDRA HUGHES, individually and
on behalf similarly situated individuals

By: /s/ Joseph M. Dunklin
One of Plaintiff's Attorneys

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Counsel for Plaintiff and proposed Class Counsel

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on May 8, 2025 a copy of *Plaintiff's Unopposed Motion in Support of Preliminary Approval of Class Action Settlement* was filed electronically with the Clerk of Court, with a copy sent by electronic mail to all counsel of record.

/s/ Joseph M. Dunklin

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 1

FILED
5/8/2025 5:49 PM
Mariyana T. Spyropoulos
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Exhibit 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Defendant Mayfield Care Center, LLC (“Defendant”), and Plaintiff Cassandra Hughes (“Plaintiff”), both individually and on behalf of the Settlement Class, in the case *Hughes v. Mayfield Care Center, LLC*, Case No. 2018-CH-13122, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division (the “Litigation”). Defendant and Plaintiff are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On October 22, 2018, Plaintiff filed a class action lawsuit against Defendant in the Circuit Court of Cook County, Illinois where it was assigned to the Honorable Pamela McLean Meyerson. Plaintiff’s Complaint alleges violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”).
2. On January 10, 2019, the Court entered an order staying this lawsuit pending the Illinois Supreme Court’s ruling in *Rosenbach v. Six Flags Entertainment Corp.*, 2019 IL 123186.
3. On February 19, 2019, the Court lifted the stay and set a deadline of March 19, 2019 for Defendant to answer or otherwise respond to Plaintiff’s Complaint.
4. On March 22, 2019, Defendant filed a Motion to Dismiss pursuant to Section 2-619 of the Illinois Code of Civil Procedure, contending that (1) Plaintiff lacked standing under Illinois common law to assert her BIPA claims, and (2) Plaintiff’s claims are preempted by the Illinois Workers’ Compensation Act (“IWCA”).
5. On October 24, 2019, the Court denied Defendant’s Motion to Dismiss in its entirety.
6. On December 8, 2020, Defendant filed its Answer and Affirmative Defenses to Plaintiff’s Class Action Complaint.
7. On February 5, 2021, Judge Meyerson entered an order staying all proceedings pending the Illinois Supreme Court’s resolution of *McDonald v. Symphony*, Ill. Sup Ct. Docket No. 126511.
8. On March 7, 2023, Judge Thaddeus L. Wilson – to whom the case had been reassigned – lifted the stay following the Illinois Supreme Court’s decision in *McDonald v. Symphony*.
9. On April 3, 2023, Defendant filed its motion to stay proceedings pending the decisions by the Illinois Supreme Court in *Mosby v. Ingalls Memorial Hospital*, No. 129081 and *Cothron v. White Castle System, Inc.*, No. 128004.

10. On April 4, 2023, Judge Wilson denied Defendant's April 3, 2023 motion to stay proceedings.
11. On September 11, 2023, Judge Wilson ordered the Parties to proceed with discovery.
12. On February 14, 2024, Judge Wilson again ordered a temporary stay of proceedings while the Parties agreed to explore potential settlement of this lawsuit.
13. On June 18, 2024, the Parties engaged in an arm's-length mediation session with Judge Epstein (Ret.) of JAMS. Though unsuccessful in reaching a settlement at the mediation, the Parties continued to negotiate over the next several months and ultimately reached an agreement to resolve all matters pertaining to, arising from, and associated with the Litigation, including all claims Plaintiff and the Settlement Class Members have or may have had against Defendant and any Released Parties, as those terms are defined in this Agreement.
14. Defendant denies all allegations and claims of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Litigation or may in the future assert. Despite Defendant's belief that it is not liable for, and has good defenses to, the claims asserted in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability by the Released Parties.
15. Following arm's-length negotiations, the Parties now seek to enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (e) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
16. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and

conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

17. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the Parties that the Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, without costs as to the Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

18. “Administrative Expenses” means expenses associated with the Settlement Administrator (as defined below), including but not limited to costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.
19. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” means each member of the Settlement Class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class.
20. “Class Counsel” means Evan M. Meyers, Brendan Duffner, and Joseph M. Dunklin of McGuire Law, P.C.
21. “Counsel” or “Counsel for the Parties” means Class Counsel and/or Defendant’s Counsel, individually and/or collectively, as may be appropriate.
22. “Court” means the Honorable Thaddeus L. Wilson of the Circuit Court of Cook County, Illinois, Chancery Division, and his successors, if any, or any other judge presiding over the pending Litigation.
23. “Defendant” means Mayfield Care Center, LLC. Defendant is no longer an active entity in Illinois.
24. “Defendant’s Counsel” means Michael Jacobsen and Paul Yovanic, Jr. of Seyfarth Shaw LLP.
25. “Effective Date” means the date when the Settlement Agreement becomes Final.
26. “Fee and Expense Application” means the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees, costs, and expenses, as well as a Service Award for the Class Representative.

27. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
28. “Final” means the latter of: (i) if there are no objectors, the date of entry of the Final Approval Order; (ii) if there are one or more objectors, the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to any Fee 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 (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.
29. “Final Approval Hearing” means the hearing before the Court where Plaintiff will request a judgment to be entered by the Court approving this Settlement Agreement, approving the Fee Award, and approving the Service Award to the Class Representative.
30. “Final Approval Order” means an order entered by the Court that:
 - i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - ii. Finds that this Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiff’s claims asserted in the Litigation with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section VIII of this Agreement and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
 - v. Reserves jurisdiction to enforce this Agreement; and
 - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
31. “Litigation” means the case captioned *Hughes v. Mayfield Care Center, LLC*, pending in the Circuit Court of Cook County, Illinois, Case No. 2018-CH-13122.

32. “Notice” or “Notices” means the direct notice of this proposed Settlement Agreement to the Class Members, which is to be provided substantially in the manner set forth in this Agreement and in Exhibits B and C to this Agreement, and is consistent with the requirements of Due Process.
33. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than thirty (30) days after entry of the Preliminary Approval Order.
34. “Objection/Exclusion Deadline” means the date by which either a written objection to this Settlement Agreement must be postmarked and filed with the Court, or a request for exclusion submitted by a person within the Settlement Class must be postmarked or submitted electronically via the Settlement Website. The Objection/Exclusion Deadline shall be designated as a date approximately forty-two (42) days after the Notice Date, as approved by the Court.
35. “Parties” means Plaintiff and Defendant, collectively.
36. “Plaintiff” or “Class Representative” means the named class representative, Cassandra Hughes.
37. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Parties’ Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
38. “Related Actions” means any proceedings, other than the Litigation, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff who alleged that Defendant collected or possessed their biometrics.
39. “Released Claims” means any and all actual, potential, filed, unfiled, known or unknown, claims, suits, actions, controversies, demands, and/or causes of action by Plaintiff and Settlement Class Members arising out of, or related to, the alleged possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, transfer, or failure to protect from disclosure of alleged biometric information and/or biometric identifiers, including, but not limited to, claims arising out of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* and/or any other similar federal, state, or local statute, regulation, or common law, including, but not limited to, claims related to the use of Defendant’s timekeeping systems and/or Defendant’s use of any device or system capable of capturing biometric information or biometric identifiers.
40. “Released Parties” refers, jointly and severally, and individually and collectively, to Defendant and/or any or all of its past, present, and future direct or indirect

parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, holding companies, board members, insurers, reinsurers, directors, officers, employees, representatives, members, managers, owners, partners, shareholders, principals, agents, and attorneys, both individually and in their business capacities.

41. “Releasing Parties” refers, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members identified in the Class List (as that term is defined below), and to each of their predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives and assigns, and anyone claiming by, through, or on behalf of them.
42. “Service Award” has the meaning ascribed to it as set forth in Section XVI of this Agreement.
43. “Settlement” means the Parties’ resolution of the Litigation through settlement.
44. “Settlement Administrator” means, subject to Court approval, Analytics Consulting LLC, or another entity mutually selected and supervised by the Parties to administer the Settlement Fund.
45. “Settlement Fund” means the settlement fund to be established by Defendant in the amount of \$137,950.00 (one hundred thirty-seven thousand nine hundred fifty dollars). All payments from the Settlement Fund are subject to the terms and conditions set forth herein.
46. “Settlement Website” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibit C (or any form of this notice that is approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. A phone number for the Settlement Administrator shall be provided. The URL of the Settlement Website shall be www.MayfieldBIPASettlement.com or such other URL that the Parties may agree to and that is approved by the Court.

III. SETTLEMENT CLASS CERTIFICATION

47. For the purposes of the Settlement only, the Parties stipulate and agree that: (a) the Class shall be certified in accordance with the definition contained in this Section III (below); (b) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (c) Plaintiff’s Counsel shall be appointed as Class Counsel.
48. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter a Final Approval Order approving the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to

their positions with respect to the Litigation as if the Agreement had not been entered into. In the event that the final approval of the Settlement is not achieved: (a) any court orders preliminarily or finally approving the certification of any Class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

49. Subject to the Court's approval, the following Settlement Class shall be certified for settlement purposes:

"All individuals who scanned their finger using Defendant's timekeeping system in Illinois between October 22, 2013 and [preliminary approval]."

50. Defendant represents that the Settlement Class consists of 178 individuals. To the extent that the Class List (as set forth in Section X below) contains more than 178 individuals, the size of the Settlement Fund will be increased proportionally (*i.e.*, by \$775.00 per each additional Class Member). To the extent that the Class List contains less than 178 individuals, the size of the Settlement Fund will be decreased proportionally (*i.e.*, by \$775.00 per each Class Member under 178).
51. Excluded from the Settlement Class are: (a) all persons who timely and validly elect to exclude themselves from the Settlement Class; (b) all individuals who executed a release pursuant to BIPA; (c) all individuals who were members of a collective bargaining agreement; (d) the Court and staff to whom this case is assigned and any member of the Court's or staff's immediate family; and (e) any individual who has already released his or her claims previously asserted in any Related Actions that have been dismissed prior to this Agreement's Effective Date.
52. If for any reason the Settlement is not approved, the Court does not enter a Preliminary Approval Order and/or a Final Approval Order, or final settlement and resolution of this Litigation as provided for in this Agreement is not reached, Defendant's agreement to certification of the Settlement Class shall not be used or cited for any purpose in the Litigation or otherwise, including but not limited to in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST THE RELEASED PARTIES

53. Final approval of this Settlement Agreement by the Court will settle and resolve with finality, on behalf of Plaintiff and the Settlement Class, the Litigation, any Related Actions, the Released Claims, and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future

against the Released Parties by the Releasing Parties in the Litigation, Related Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

V. SETTLEMENT FUND

54. Establishment of Settlement Fund

- a. Defendant agrees to establish a Settlement Fund in the amount of \$137,950.00 (one hundred thirty-seven thousand nine hundred fifty dollars), which will fully resolve the Litigation on a class-wide basis. If the final number of Settlement Class Members identified on the Class List is greater than 178, the Settlement Fund shall be increased by \$775.00 for each additional Settlement Class Member over 178. If the final number of Settlement Class Members identified on the Class List is less than 178, the Settlement Fund shall be decreased by \$775.00 for each Settlement Class Member under 178.
- b. The Settlement Fund shall be divided equally among the Settlement Class Members who do not choose to exclude themselves from the Settlement Class, after deductions for any Fee Award, any Service Award, and Administrative Expenses. Settlement Class Members shall receive their *pro rata* shares of the Settlement Fund automatically without having to submit a claim form or otherwise “opt-in” to the Settlement Class.
- c. Within seven (7) days of entry of the Final Approval Order becoming Final, Defendant or its insurer shall fund the Settlement Fund in the amount of \$137,950.00, subject to any increase or decrease required as set forth above. Provided that the Court enters a Final Approval Order approving this Agreement without any material change, amendment, or modification, the Settlement Fund will be used to satisfy approved claims for Settlement Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of all Released Parties from the Released Claims, and dismissal of the Litigation with prejudice.
- d. All funds provided to the Settlement Administrator by Defendant under this Agreement shall be 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, and shall be deposited in an interest-bearing account.
- e. If the Settlement Agreement is not finally approved for any reason, the Settlement Fund belongs to Defendant or its insurer and will remain with Defendant or its insurer less any Administrative Expenses incurred. Plaintiff

and Class Counsel shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund.

- f. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Agreement and final. Defendant shall have no obligation to make further payments to the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond paying into the Settlement Fund as discussed above.
- g. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Released Claims, the scope of the Settlement Class, and the terms and amount of the Settlement Fund.

VI. TIMING OF PAYMENTS FROM SETTLEMENT FUND

- 55. On or before twenty-eight (28) days after the Effective Date, or as soon as practicable, the Settlement Administrator shall send a check by First Class U.S. Mail to all Settlement Class Members, including Plaintiff, who do not exclude themselves from the Settlement in an amount equal to each such Settlement Class Member's *pro rata* share of the Settlement Fund after deductions are made for Administrative Expenses, the Service Award to Plaintiff, and the Fee Award to Class Counsel. In no event shall a Settlement Class Member receive a gross payment amount of \$775.00 before deducting the Administrative Expenses, the Service Award, and the Fee Award to Class Counsel.
- 56. On or before fourteen (14) days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. The Fee Award shall be paid from the Settlement Fund via electronic wire transfer to an account designated by Class Counsel.
- 57. On or before fourteen (14) days after the Effective Date, the Settlement Administrator shall pay the Service Award from the Settlement Fund by check made payable to Plaintiff and mailed to the address identified on the W-9 tax form provided by Plaintiff to the Settlement Administrator in advance thereto.
- 58. Checks sent to Settlement Class Members shall remain valid and negotiable for 120 days from the date of their issuance and will thereafter become void if not cashed within that time period. Any funds remaining uncashed after the distribution shall be distributed as *cy pres* to the Chicago Bar Foundation, or such other *cy pres* recipient(s) selected by the Parties and approved by the Court. The Court may revise the *cy pres* provision as necessary without terminating or otherwise

impacting this Settlement Agreement, provided the Court's revision does not increase the amount that Defendant would otherwise pay under this Settlement Agreement. No amount of the Settlement Fund will revert to Defendant or its insurer.

VIII. RELEASE

59. In addition to the effect of any final judgment entered in accordance with this Agreement, upon the Court's entry of a Final Approval Order approving this Agreement, and for the valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, acquitted, and forever discharged from any and all Released Claims.
60. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any of the Released Claims.
61. The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault, liability, or wrongdoing by the Released Parties. The Released Parties agree to this Settlement Agreement to avoid the burden and expense of litigation without in any way acknowledging any fault, liability, or wrongdoing of any kind.

IX. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

62. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section XV, Defendant shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement Agreement.
63. Plaintiff, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for preliminary approval of the Settlement set forth in this Agreement, conditional certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order substantially in the form of Exhibit A. The Preliminary Approval Order shall set a Final Approval Hearing date and approve the Notices for dissemination in accordance with the applicable notice provisions of this Agreement. Defendant will not oppose Plaintiff's motion for entry of the Preliminary Approval Order. Plaintiff will share a draft of the motion for entry of the Preliminary Approval Order with Defendant at least seven (7) calendar days prior to filing.

64. At the hearing on Plaintiff's unopposed motion for entry of the Preliminary Approval Order, the Parties will jointly appear and support the granting of the unopposed motion for entry of the Preliminary Approval Order.
65. Should the Court decline to preliminarily approve any material aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under the Agreement, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.
66. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately one hundred (100) days after entry of the Preliminary Approval Order to approve the Settlement of the Litigation as set forth herein.
67. At least ten (10) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for, and file a memorandum in support of her motion for: (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Approval Order and judgment. Plaintiff will share a draft of this motion for final approval of the Settlement with Defendant at least seven (7) calendar days prior to filing.

X. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

68. Class List

- a. Defendant, with the assistance of the Settlement Administrator as appropriate, shall create a class list, in electronic form, based on readily available information already within its possession ("Class List").
- b. The Class List shall include the names of the Settlement Class Members and their last known mailing addresses, email addresses, and Social Security numbers in Defendant's possession. Defendant shall provide the Class List to the Settlement Administrator within seven (7) days after entry of the Preliminary Approval Order. The Class List will be provided by Defendant to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator. Notwithstanding the foregoing, within one (1) business day of receiving the Class List, the Settlement Administrator shall inform Class Counsel how many individuals are listed on it. Upon request by a Settlement Class Member, the Settlement Administrator or Class Counsel shall inform him or her if they are on the Class List.

69. **Type of Notice Required**

- a. The Notices, which shall be substantially in the form of Exhibits B and C attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending Settlement, and to further inform Settlement Class Members how they may: (a) protect their rights regarding the Settlement; (b) request exclusion from the Settlement Class and the proposed Settlement, if desired; (c) object to any aspect of the proposed Settlement, if desired; and (d) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as Exhibits B and C hereto.
- c. On or before the Notice Date, individual notice (substantially in the form of Exhibit B) shall be sent via U.S. Mail to the last-known mailing addresses in Defendant's possession (or to the addresses of the proposed Class Members, as determined by the Settlement Administrator). Prior to mailing, the Claims Administrator shall run the proposed Class Members' addresses through the U.S. Postal Service's National Change of Address database and mail the Notice using the most current mailing address information. The Settlement Administrator shall promptly conduct a second mailing for any Class Member whose Notice is returned as undelivered based on one entry level skip trace for each Class Member whose Notice is returned as undelivered.
- d. If economically practicable, within 21 days of the expiration of the 120-day period to cash the settlement checks, the Settlement Administrator will send by U.S. Mail or email to each Settlement Class Member who did not validly exclude themselves from the Settlement a reminder to cash their settlement check before expiration.
- e. Notice of the Settlement (substantially in the form of Exhibit C) shall be posted to the Settlement Website by the Notice Date.

XI. EXCLUSIONS

70. **Exclusion Period**

- a. Settlement Class Members will have up to the Objection/Exclusion Deadline to exclude themselves from the Settlement in accordance with this Section XI. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out, as provided in the following

paragraph, by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for any and all Released Claims.

71. Exclusion Process

- a. A proposed member of the Settlement Class may request in writing to be excluded from the Settlement Class. The request must be postmarked, or submitted electronically via the Settlement Website, on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a proposed member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their (i) name, address, telephone number, and email address; (ii) the case name and number of this Litigation, (iii) a statement that they wish to be excluded from the Settlement Class; and (iv) their signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Agreement, if approved.
- c. Any proposed member of the Settlement Class who elects to be excluded shall not: (i) be bound by the Settlement or any order or judgment of the Litigation; (ii) be entitled to relief under this Settlement Agreement; or (iii) gain any rights by virtue of this Settlement Agreement. A proposed member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement Agreement. Any proposed member of the Settlement Class who attempts to both object to and exclude themselves from this Settlement Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement or any of its terms.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

- f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court with the motion for final approval of the Settlement.

XII. OBJECTIONS

72. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of their intention to do so and at the same time: (i) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via U.S. Mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.
73. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
74. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

XIII. FINAL APPROVAL HEARING

75. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so: (i) consider any properly-filed objections; (ii)

determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith; and (iii) enter the Final Approval Order in accordance with Section XIV below.

XIV. FINAL APPROVAL ORDER

76. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek dismissal with prejudice and waiving any rights of appeal.
77. The Parties shall jointly submit to the Court a proposed Final Approval Order that, without limitation:
 - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801, and directing its consummation according to its terms;
 - b. Dismisses, with prejudice, all Released Claims of the Settlement Class against Defendant in the Litigation, with each party to bear their own costs and fees (except as explicitly provided for in this Agreement); and
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, and the Parties for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.
78. The Parties and their respective Counsel shall use their best efforts and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement, and to obtain dismissal with prejudice of the Litigation.

XV. TERMINATION OF THE SETTLEMENT

79. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, amendments, or modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
 - a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;

- b. The Court refuses to grant preliminary approval of this Agreement in any material respect;
 - c. The Court refuses to grant final approval of this Agreement in any material respect;
 - d. The Court refuses to enter a final judgment in this Litigation in any material respect; or
 - e. The Court's order granting preliminary or final approval is substantially modified or reversed.
80. In addition, Defendant may elect to terminate and cancel this Settlement if more than 20 Settlement Class Members timely and validly exclude themselves from the Settlement.
81. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XVI. ATTORNEYS' FEES, COSTS AND EXPENSES, AND SERVICE AWARD

82. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expense Application that seeks an award of attorneys' fees plus their reasonable costs and expenses.
83. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel have agreed, with no consideration from Defendant, to limit their fee request to no more than thirty-three percent (33%) of the Settlement Fund, plus reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund. 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.
84. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

85. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for the Class Representative in an amount not to exceed \$5,000.00 (five thousand dollars), and Defendant agrees that it will not oppose such a request. Should the Court award less than the amount sought for the Service Award, 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, and any award that is less than the amount sought herein shall not operate to terminate or cancel this Agreement or be deemed material thereto.
86. Class Counsel shall provide the Settlement Administrator with its completed IRS Form W-9 before the payment of the Fee Award is due. The Class Representative shall provide the Settlement Administrator with her completed IRS Form W-9 before payment of the Service Award is due.
87. In no event will Defendant's liability for attorneys' fees, expenses, and costs, Administrative Expenses, and/or a Service Award exceed its funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of the Fee Award, Administrative Expenses, the Service Award, or any other costs, fees, and/or expenses among Class Counsel, Plaintiff, and/or Class Members, except for payment into the Settlement Fund.

XVII. MISCELLANEOUS REPRESENTATIONS

88. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
89. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) 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 Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking the Court's entry/approval of the Preliminary Approval Order, the Settlement Agreement, 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.
90. 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 Plaintiff and

the Settlement Class against the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

91. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasing Parties.
92. The Parties have relied upon the advice and representation of counsel, selected by themselves, concerning their respective legal rights and liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection, and intend to be legally bound by this Settlement Agreement.
93. Any headings used herein are used for the purpose of convenience only and are not meant to have any legal effect.
94. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
95. This Agreement, including its Exhibits, 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 Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.
96. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
97. The Parties agree that Exhibits A through C to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
98. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time and/or changes of deadlines to carry out the provisions of the Agreement.
99. Except as otherwise provided herein, each Party shall bear its own costs and fees.

100. Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.
101. The Parties represent that they have obtained the requisite authority to enter into this Settlement Agreement in a manner that binds all Parties to its terms.
102. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents, shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not: (a) constitute, be construed, be offered, or be received into evidence for any purpose, including, without limitation, as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party; or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
103. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for purposes of this Settlement.
104. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible for any purposes, including, without limitation, as evidence of any liability or wrongdoing whatsoever, and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.
105. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely: (a) to enforce the terms and provisions of this Agreement; (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto; (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case; (d) in connection with any motion to enjoin, stay or dismiss any

other Related Action; and/or (e) to obtain the Court's approval of the Settlement Agreement.

106. Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents, comprising opinions as to the Litigation. Plaintiff, Class Counsel, and Defendant shall not make any public statement, including any statement to the press, regarding the Settlement Agreement or settlement aside from the following agreed upon statement: "[The Parties] have reached a proposed agreement and look forward to the Court's review and decision" or words to that effect. This paragraph shall not be construed to limit or impede the notice requirements of Section X above or any other requirements in this Agreement; nor shall this paragraph be construed to prevent Class Counsel or Defendant from notifying or explaining to potential Settlement Class Members or others that this case has settled and how to obtain settlement benefits; nor shall this paragraph limit the representations that the Parties or Counsel for the Parties may make to the Court to assist in its evaluation of the proposed settlement; nor shall this paragraph limit Defendant's ability to discuss in a confidential manner the terms of this settlement with its clients, agents, insurance carrier, attorneys, accountants, and business partners. If a Party is required by a valid, enforceable subpoena or government information request to disclose information about the Settlement, such Party shall provide reasonable prior notice (to the extent permitted by applicable law) to the other Party to allow the other Party to seek to prevent such disclosure. A Party may also provide necessary and accurate information about the Settlement to its shareholders and other persons or entities as required by securities laws or other applicable laws or regulations.
107. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that Counsel for the Parties to this Agreement all exchange signed counterparts.
108. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
109. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.
110. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois with regard to its conflict of laws provision.
111. This 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 Agreement and its Exhibits, it shall not be construed more strictly against one Party than the other.

112. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Evan M. Meyers
Brendan Duffner
Joseph Dunklin
MCGUIRE LAW, P.C
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601
emeyers@mcgpc.com
bduffner@mcgpc.com
jdunklin@mcgpc.com

If to Defendant's Counsel:

Michael Jacobsen
Paul Yovanic, Jr.
SEYFARTH SHAW LLP
233 S. Wacker Drive, Suite 8000
Chicago, IL 60606
mjacobsen@seyfarth.com
pyovanic@seyfarth.com

113. This Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

CASSANDRA HUGHES, individually
and as a Class Representative

Signature: _____

Print Name: _____

Date: _____

MAYFIELD CARE CENTER, LLC

Signature: Bert Heineman

Print Name: Bert Heineman

Date: 3/31/2025

MCGUIRE LAW, P.C.,
as Class Counsel

Signature: _____

Print Name: _____

Date: _____

SEYFARTH SHAW LLP
as Defendant's Counsel

Signature: Michael D. Jacobsen

Print Name: Michael D. Jacobsen

Date: 3/27/2025

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

CASSANDRA HUGHES, individually
and as a Class Representative

Signature: Cassandra Hughes

Print Name: Cassandra Hughes

Date: 4-21-2025

MAYFIELD CARE CENTER, LLC

Signature: _____

Print Name: _____

Date: _____

MCGUIRE LAW, P.C.,
as Class Counsel

Signature: Joseph Dunklin

Print Name: Joseph Dunklin

Date: 4-21-25

SEYFARTH SHAW LLP
as Defendant's Counsel

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

CASSANDRA HUGHES, individually and)
on behalf of a class of similarly situated)
individuals,)

Plaintiff,)

v.)

MAYFIELD CARE CENTER, LLC,)

Defendant.)
)
)
)
)
_____)

No. 2018-CH-13122

Hon. Thaddeus L. Wilson

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff's Unopposed Motion in Support of Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiff Cassandra Hughes ("Plaintiff") and Defendant Mayfield Care Center, LLC ("Defendant") (collectively, the "Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

“All individuals who scanned their finger using Defendant's timekeeping system in Illinois between October 22, 2013 and [preliminary approval].”

Excluded from the Settlement Class are: (a) all persons who timely and validly elect to exclude themselves from the Settlement Class; (b) all individuals who executed a release pursuant to the Illinois Biometric Information Privacy Act; (c) all individuals who were members of a collective bargaining agreement; (d) the Court and staff to whom this case is assigned and any member of the Court's or staff's immediate family; and (e) any individual who has already released his or her claims previously asserted in any Related Actions that have been dismissed prior to the Agreement's Effective Date.

5. For settlement purposes only, Plaintiff Cassandra Hughes is appointed as Class Representative.

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

Evan M. Meyers
Brendan Duffner
Joseph M. Dunklin
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Fl.
Chicago, IL 60601

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

8. The Court approves, in form and content, the postcard class notice and long form class notice, attached to the Settlement Agreement as Exhibits B and C, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Analytics Consulting, LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

13. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator electronically via the Settlement Website, or at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than the Objection/Exclusion Deadline: _____, **2025**.

14. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number and email address, a signature, the name and number of the Litigation, and a statement that they wish to be excluded from the Settlement Class. Any request for exclusion submitted via first class mail must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert

with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

15. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

16. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as a Service Award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than _____, **2025**.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraphs 18-19 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than _____, **2025**. Addresses for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

Class Counsel: Evan M. Meyers Brendan Duffner Joseph M. Dunklin MCGUIRE LAW, P.C. 55. W. Wacker Dr., 9th Fl. Chicago, IL 60601	Defendant's Counsel: Michael Jacobsen Paul Yovanic SEYFARTH SHAW LLP 233 S. Wacker Drive, Suite 8000 Chicago, Illinois 60606
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Settlement Administrator:	Clerk of Court:
Analytics Consulting, LLC 18675 Lake Drive East Chanhassen, MN 55317	Clerk of the Circuit Court of Cook County Chancery Division 50 W. Washington Street, Suite 1001 Chicago, IL 60602

18. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) their full name, address, telephone number, and email address; (ii) the case name and number of this Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last four years; and (v) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of a Service Award, and to the Final Approval Order and the right to appeal same.

19. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the

request for a Service Award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Members who file a timely written objection and who indicate their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Members must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

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

21. All papers in support of the Final Approval of the Settlement shall be filed no later than ten (10) days before the Final Approval Hearing.

22. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

23. A hearing (the “Final Approval Hearing”) shall be held before the Court on _____, 2025 at _____ a.m./p.m. in Courtroom 2307 of the Circuit Court of Cook County, 50 W. Washington St., Chicago, IL 60602, and via remote means (Zoom meeting ID:

87687298501; Pass: 926987) (or at such other time or location as the Court may without further notice direct and which shall be identified on the Settlement Website) for the following purposes:

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

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

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

26. All discovery and other proceedings in the Litigation as between Plaintiff and

Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

27. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Notice to be completed by: _____, 2025

Fee and Expense Application: _____, 2025

Objection/Exclusion Deadline: _____, 2025

Final Approval Submissions: _____, 2025

Final Approval Hearing: _____, 2025 at _____

IT IS SO ORDERED.

ENTERED: _____

Hon. Thaddeus L. Wilson
Circuit Court Judge
Circuit Court of Cook County, Illinois

EXHIBIT B

**YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT
IF YOU SCANNED YOUR FINGER FOR TIMEKEEPING PURPOSES WHILE WORKING AT
MAYFIELD CARE CENTER AT ANY TIME SINCE OCTOBER 22, 2013.**

Para una notificacion en Espanol, visitar www.MayfieldBIPASettlement.com.

A proposed settlement has been reached in a class action lawsuit against Mayfield Care Center, LLC ("Defendant") regarding a timekeeping system used by Defendant in Illinois that allegedly required workers to scan their finger for timekeeping purposes, purportedly in violation of the law. The case is *Hughes v. Mayfield Care Center, LLC*, No. 2018-CH-13122, currently pending in the Circuit Court of Cook County, Illinois. The proposed Settlement is not an admission of wrongdoing by Defendant, and Defendant denies that it violated the law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit.

Why Am I Being Contacted? Our records indicate that you were employed by Defendant and may have scanned your finger for timekeeping purposes in the state of Illinois at Mayfield Care Center between October 22, 2013 and [Preliminary Approval]. Please visit www.MayfieldBIPASettlement.com for more information about the lawsuit and the Settlement.

What Does The Settlement Provide? Defendant has agreed to create a \$137,950.00 Settlement Fund. To receive money from the Settlement, you do not have to do anything. *If the Court approves the Settlement, and you do not exclude yourself from the Settlement Class, you will automatically receive a check from the Settlement Administrator* constituting an equal share of the Settlement Fund after deductions for the Settlement Administrator's expenses, attorneys' fees, costs and expenses for Class Counsel, and a Service Award for the Class Representative. The exact amount of each Class Member's payment is unknown at this time, but the net per-person payment is estimated to be approximately \$400.

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXX, XX, 2025**. If you exclude yourself, you will not receive any money from the Settlement. If you do not exclude yourself, you may object to it by **XXX, XX, 2025**. The detailed notice, available at the Settlement Website listed below or through the Settlement Administrator, explains how to exclude yourself or object. The Court will hold a hearing on **XXX, XX, 2025**, to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to 33 percent of the Settlement Fund, plus their costs and expenses, and a Service Award for the Class Representative of up to \$5,000.00. You can appear at the hearing, but you do not have to. If you want, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing. *Visit the settlement website, www.MayfieldBIPASettlement.com, or contact the Settlement Administrator at _____, for details about options and deadlines.*

***For more information, visit www.MayfieldBIPASettlement.com
or call 1-999-999-9999.***

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Hughes v. Mayfield Care Center, LLC, No. 2018-CH-13122 (Cir. Ct. Cook Cnty., Ill.)

For more information, visit www.MayfieldBIPASettlement.com.

Para informacion en Espanol, visitar www.MayfieldBIPASettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU SCANNED YOUR FINGER FOR TIMEKEEPING PURPOSES WHILE WORKING AT MAYFIELD CARE CENTER AT ANY TIME SINCE OCTOBER 22, 2013.

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

WHY DID I GET A NOTICE?

The court has authorized notice of a proposed settlement in a class action lawsuit, *Hughes v. Mayfield Care Center, LLC*, No. 2018-CH-13122, pending in the Circuit Court of Cook County, Illinois before the Honorable Judge Thaddeus L. Wilson. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Mayfield Care Center, LLC (“Defendant”) implemented a timekeeping system that required Defendant’s employees to provide a scan of their finger or fingerprint for timekeeping purposes without allegedly complying with the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”). If you received notice, you have been identified as someone who may have used Defendant’s timekeeping system in Illinois on or after October 22, 2013 at Mayfield Care Center. The Court has granted preliminary approval of the Settlement and has preliminarily certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

BIPA prohibits private entities from capturing, obtaining, storing, transferring, and/or using biometric identifiers and/or biometric information, such as fingerprints, of an individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by allegedly collecting individuals’ biometric identifiers when they used Defendant’s timekeeping system in Illinois without first providing the required disclosures or obtaining the required consent. Defendant contests these claims and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

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

WHY IS THERE A SETTLEMENT?

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

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

WHO IS IN THE SETTLEMENT CLASS?

You may be a member of the Settlement Class if you scanned your finger using Defendant's timekeeping system in Illinois at any time between October 22, 2013 and [Preliminary Approval] at Mayfield Care Center. Some exceptions to participating may apply. For example, persons who executed a release pursuant to BIPA are not included.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement and Receive Monetary Benefits

To receive payment from the Settlement Fund, you do not have to do anything. If the Court approves the Settlement, the Settlement Administrator will *automatically* send a check to your last known mailing address.

(2) Exclude yourself

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at _____, postmarked by **XX, XX, 2025**. You may also submit a request for exclusion online at www.MayfieldBIPASettlement.com by **XX, XX, 2025**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this Litigation, as well as your full name, address, telephone number, and email address, and a statement that you wish to be excluded from the Settlement Agreement.

(3) Object to the Settlement

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the

Court of the Circuit Court of Cook County, Illinois, 50 W. Washington Street, #802, Chicago, IL 60602. The objection must be postmarked no later than **XX, XX, 2025**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Evan M. Meyers, Brendan Duffner, and Joseph M. Dunklin of McGuire Law, P.C., 55 W. Wacker Drive, 9th Floor, Chicago, Illinois 60601), as well as Defendant's Counsel (Michael Jacobsen and Paul Yovanic of Seyfarth Shaw LLP, 233 S. Wacker Drive, Suite 8000, Chicago, IL 60606), postmarked no later than **XX, XX, 2025**. Any objection to the proposed Settlement must include your (i) full name, address, telephone number, and email address; (ii) the case name and number of this Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (v) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **XX, XX, 2025**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which will be held on _____, **2025** at _____ a.m./p.m. in Courtroom 2307 of the Circuit Court of Cook County, 50 W. Washington St., Chicago, Illinois 60602, and via remote means (Zoom meeting ID: 87687298501; Pass: 926987) (or at such other time or location as the Court may without further notice direct and which shall be identified on the Settlement Website), in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Participating in the hearing is not necessary; however, persons wishing to be heard orally in opposition to the Final Approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a Service Award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing. The hearing date and time is subject to change by the Court, so please check the Settlement Website, www.MayfieldBIPASettlement.com, for updates.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a \$137,950.00 Settlement Fund. If the Court approves the Settlement, and you do not exclude yourself from the Settlement Class, you will *automatically* receive an equal share of the Settlement Fund after deductions for the Settlement Administrator's expenses, attorneys' fees, costs and expenses for Class Counsel, and a Service Award for the Class Representative. The exact amount of each Class Member's payment is unknown at this time, but the per-person payment is estimated to be approximately \$400. The attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees in an amount up to 33% of the Settlement Fund, plus their reasonable costs and expenses, for the substantial time, expense and effort spent investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$5,000.00 for her time, effort, and service in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and other Released Parties (as defined in the Settlement Agreement) relating to the use of Defendant's biometric timekeeping system.

By order of: Hon. Thaddeus L. Wilson, Circuit Court of Cook County, Illinois
Page 3 of 5

QUESTIONS? VISIT www.MayfieldBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

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

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XX, XX, 2025** at XX a.m./p.m. in Courtroom 2307 of the Circuit Court of Cook County, 50 W. Washington St., Chicago, Illinois 60602, and via remote means (Zoom meeting ID: 87687298501; Pass: 926987). The hearing date and time is subject to change by the Court, so please check the Settlement Website, www.MayfieldBIPASettlement.com, for updates.

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

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

WHO REPRESENTS THE CLASS?

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

By order of: Hon. Thaddeus L. Wilson, Circuit Court of Cook County, Illinois
Page 4 of 5

QUESTIONS? VISIT www.MayfieldBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

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jdunklin@mcgpc.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are contained in the Settlement Agreement which, along with other documents, can be obtained at www.MayfieldBIPASettlement.com. If you have any questions, you can also call the Settlement Administrator at XXXXXXXX or contact Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 1

FILED
5/8/2025 5:49 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2018CH13122
Calendar, 1
32632479

FILED DATE: 5/8/2025 5:49 PM 2018CH13122

Exhibit 2

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

CASSANDRA HUGHES, individually
and on behalf of similarly situated
individuals,

Plaintiff,

v.

MAYFIELD CARE CENTER, LLC, an
Illinois limited liability corporation,

Defendant.

No. 2018-CH-13122

Hon. Thaddeus L. Wilson

DECLARATION OF EVAN M. MEYERS

I, Evan M. Meyers, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am an adult over the age of 18 and a resident of the state of Illinois. I am an attorney with the law firm McGuire Law, P.C., I am licensed to practice law in the state of Illinois, and I, along with Brendan Duffner and Joseph M. Dunklin of McGuire Law, P.C. (together, “Proposed Class Counsel”), am one of the attorneys representing Plaintiff Cassandra Hughes and the putative class in this matter. I am fully competent to make this Declaration and make this Declaration in support of Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement being submitted to this Court.

2. Following the Court’s February 14, 2024 ruling ordering a temporary stay of proceedings, the Parties agreed to explore settlement through private mediation. On June 18, 2024, I, along with the other Proposed Class Counsel, participated in a mediation session before a neutral mediator of JAMS, the Honorable James R. Epstein (Ret.), and with Judge Epstein’s assistance

the Parties were able to reach a settlement in principle. Over the following months, the Parties continued to negotiate the contours of the settlement agreement and attendant documents, including the total relief provided to the class members, the details of class notice, and the scope of the release, before executing the Settlement Agreement submitted herewith to this Court.

3. I, along with the other Proposed Class Counsel, have concluded that the Settlement Agreement reached in this matter is fair, reasonable and adequate in light of the attendant risks of protracted litigation. While I believe that the merit of Plaintiff's claims could and would be proven at trial, I recognize the considerable risk and inherent uncertainty such continued litigation would impose on Plaintiff and the putative class members, especially given Defendant's asserted defenses and the uncertain and evolving nature of the BIPA legal landscape. Based on the investigation and discovery that has occurred in this litigation, together with years of experience prosecuting class actions in courts throughout the nation, including scores of BIPA class actions, I believe that the settlement reached in this matter is in the best interests of Plaintiff and the putative class members.

4. McGuire Law, P.C. is a litigation firm based in Chicago, Illinois that focuses on class action litigation, representing clients in state and national class actions in both state and federal trial and appellate courts throughout the country.

5. I and the other attorneys of McGuire Law have regularly engaged in complex litigation on behalf of consumers and have extensive experience in class action lawsuits similar in size and complexity to the instant case, including numerous BIPA class actions. McGuire Law attorneys and their firms have been appointed as class counsel in dozens of complex class actions, including many BIPA class actions, in state and federal courts across the country, including the Circuit Court of Cook County and the U.S. District Court for the Northern District of Illinois. *See, e.g., Paluzzi, et al. v. mBlox, Inc., et al.* (Cir. Ct. Cook Cnty., Ill. 2009); *Parone et al. v. m-Qube,*

Inc. et al. (Cir. Ct. Cook Cnty., Ill. 2010); *Satterfield v. Simon & Schuster* (N.D. Cal. 2010); *Lozano v. Twentieth Century Fox Film Corp, et al.* (N.D. Ill. 2011); *Schulken v. Washington Mutual Bank, et al.* (N.D. Cal. 2011); *In re Citibank HELOC Reduction Litigation* (N.D. Cal. 2012); *Rojas v. Career Education Corp.* (N.D. Ill. 2012); *In re Jiffy Lube Int'l, Inc. Text Spam Litigation* (S.D. Cal. 2013); *Robles v. Lucky Brand Jeans* (N.D. Cal. 2013); *Murray et al v. Bill Me Later, Inc.* (N.D. Ill. 2014); *Valladares et al. v. Blackboard, Inc. et al.* (Cir. Ct. Cook Cnty., Ill. 2016); *Hooker et al v. Sirius XM Radio, Inc.* (E.D. Va. 2017); *Flahive et al v. Inventurus Knowledge Solutions, Inc.* (Cir. Ct. Cook Cnty., Ill. 2017); *Serrano et al. v. A&M (2015) LLC* (N.D. Ill. 2017); *Zepeda et al. v. Intercontinental Hotels Group, Inc.* (Cir. Ct. Cook Cnty., Ill. 2018); *Vergara et al. v. Uber Technologies, Inc.* (N.D. Ill. 2018); *Sheeley v. Wilson Sporting Goods Co.*, 18-CH-04770 (Ill. Cir. Ct. 2018); *Zhirovetskiy v. Zayo Group, LLC* (Cir. Ct. Cook Cnty., Ill. 2019); *McGee et al v. LSC Communications, Inc., et al.* (Cir. Ct. Cook Cnty., Ill. 2019); *Prather et al. v. Wells Fargo Bank, N.A.* (N.D. Ill. 2019); *Nelson et al v. Nissan North America, Inc.*, (M.D. Tenn. 2019); *Smith v. Pineapple Hospitality Co., et al* (Cir. Ct. Cook Cnty., Ill. 2020); *Garcia v. Target Corp.* (D. Minn. 2020); *Burdette-Miller v. William & Fudge, Inc.* (Cir. Ct. Cook Cnty., Ill 2020); *Farag v. Kiip, Inc.* (Cir. Ct. Cook Cnty., Ill. 2020); *Lopez v. Multimedia Sales & Marketing, Inc.* (Cir. Ct. Cook Cnty., Ill. 2020); *Prelipceanu v. Jumio Corp.* (Cir. Ct. Cook Cnty., Ill. 2020); *Williams v. Swissport USA, Inc.* (Cir. Ct. Cook Cnty., Ill. 2020); *Glynn v. eDriving, LLC* (Cir. Ct. Cook Cnty., Ill. 2020); *Pearlstone v. Wal-Mart Stores, Inc.* (E.D. Mo. 2021); *Kusinski v. ADP, LLC* (Cir. Ct. Cook Cnty., Ill. 2021); *Draland v. Timeclock Plus, LLC* (Cir. Ct. Cook Cnty., Ill. 2021); *Harrison v. Fingercheck, LLC* (Cir. Ct. Lake Cnty., Ill. 2021); *Rogers v. CSX Intermodal Terminals, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Freeman-McKee v. Alliance Ground Int'l, LLC* (Cir. Ct. Cook Cnty., Ill. 2021); *Gonzalez v. Silva Int'l, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Salkauskaite v. Sephora*

USA, Inc. (Cir. Ct. Cook Cnty., Ill. 2021); *Williams v. Inpax Shipping Solutions, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Roberts v. Paramount Staffing, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Roberts v. Paychex, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Zanca v. Epic Games, Inc.* (Superior Ct. Wake Cnty., N.C. 2021); *Rapai v. Hyatt Corp.* (Cir. Ct. Cook Cnty., Ill. 2022); *Jackson v. UKG, Inc.* (Cir. Ct. McLean Cnty., Ill. 2022); *Vo v. Luxottica of America, Inc.* (Cir. Ct. Cook Cnty., Ill. 2022); *Rogers v. Illinois Central Railroad Co.* (Cir. Ct. Cook Cnty., Ill. 2022); *Stiles v. Specialty Promotions, Inc.* (Cir. Ct. Cook Cnty., Ill. 2022); *Fongers v. CareerBuilder LLC* (Cir. Ct. Cook Cnty., Ill. 2022); *Vega v. Mid-America Taping & Reeling, Inc.* (Cir. Ct. DuPage Cnty., Ill. 2022); *Wood et al. v. FCA US LLC* (E.D. Mich. 2022); *Marzec v. Reladyne, LLC* (Cir. Ct. Cook Cnty., Ill. 2022); *Komorski v. Polmax Logistics, LLC et al.* (Cir. Ct. Cook Cnty., Ill. 2022); *Wordlaw v. Enterprise Holdings, Inc. et al.* (N.D. Ill. 2023); *McGowan v. Veriff, Inc.* (Cir. Ct. DuPage Cnty., Ill. 2023); *Davis v. Cafeteria Alternatives, Inc.* (Cir. Ct. Cook Cnty., Ill. 2023); *Mahmood v. Berbix Inc.* (Cir. Ct. Lake Cnty., Ill. 2023); *King v. Peoplenet Corporation* (Cir. Ct. Cook Cnty., Ill. 2023); *McFarland v. SIU Physicians & Surgeons, Inc.* (Cir. Ct. Jackson Cnty., Ill. 2023); *Romero v. Mini Storage Maintenance, LLC* (Cir. Ct. Cook Cnty., Ill. 2023); *Grabowska v. The Millard Group, LLC* (Cir. Ct. Cook Cnty., Ill. 2023); *Fregoso v. American Airlines, Inc.* (Cir. Ct. Cook Cnty., Ill. 2023); *Wells v. Relish Labs* (Cir. Ct. Cook Cnty., Ill. 2024); *Taylor v. 815 Pallets* (Cir. Ct. Cook Cnty., Ill. 2024); *Coleman v. Farm King Supply, LLC*, (Cir. Ct. McDonough Cnty., Ill. 2024); *Lumpkins v. R&M Freight, Inc.*, (Cir. Ct. Cook Cnty., Ill. 2024); *Gomez v. Industrial Business Services, LLC*, (Cir. Ct. DuPage Cnty., Ill. 2025); *Quinonez v. NEP Electronics, Inc.* (Cir. Ct. Cook Cnty., Ill. 2025).

6. I received my B.A. from the University of Michigan and graduated from the University of Illinois College of Law in 2002. In addition to my experience with scores of class

actions, I have extensive experience in complex commercial litigation, I have been appointed as class counsel in numerous BIPA class actions, and I have regularly litigated cases in state and federal trial and appellate courts across the nation, including in the Circuit Court of Cook County, the Circuit Court of Lake County, the U.S. District Court for the Northern District of Illinois, the U.S. District Court for the Eastern District of Michigan, the Ninth Circuit Court of Appeals, the Judicial Panel on Multidistrict Litigation, and the U.S. Supreme Court, where I served as co-lead counsel in a case of seminal importance to class action jurisprudence nationwide. *See Campbell-Ewald Co. v. Jose Gomez*, 136 S. Ct. 663 (2016).

7. My colleague, Brendan Duffner, is an associate at McGuire Law and has experience in numerous putative class actions pending in Illinois state and federal courts, including employee privacy cases involving BIPA as well as the Illinois Genetic Information Privacy Act, and has been appointed class counsel in several finally-approved BIPA settlements. Mr. Duffner received his B.A. from the University of Wisconsin-Madison and his J.D. from Saint Louis University School of Law.

8. My colleague, Joseph M. Dunklin, is an associate at McGuire Law with experience in numerous putative class actions pending in Illinois state and federal courts, including employee privacy cases involving BIPA as well as the Illinois Genetic Information Privacy Act, and has been appointed class counsel in several finally-approved BIPA settlements. Mr. Dunklin received his B.A. from Loyola University Chicago and his J.D. from the University of Illinois College of Law.

9. The attorneys at McGuire Law have expended significant resources on diligently prosecuting this action, including, among other things, investigating the nature of the timekeeping technology utilized by Defendant; evaluating the facts giving rise to the asserted claims, including potential defenses thereto; briefing Defendant's Motion to Dismiss; conducting formal and

informal discovery; participating in the negotiations that led to the Parties reaching a settlement agreement in principle; and preparing the settlement agreement and related documents, including participating in communications and negotiations involving, among others, the scope of release, the compensation provided to putative class members, and the details of the non-monetary relief being provided. I believe the settlement reached in this matter is fair and in the best interests of the class.

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

Executed on May 8, 2025 in Chicago, Illinois.

/s/ Evan M. Meyers
Evan M. Meyers, Esq.