

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT FOR INDIVIDUALS  
FINGERPRINTED BY BIOMETRIC IMPRESSIONS CORP.  
ON OR AFTER JANUARY 8, 2015**

*Sayas v. BioMetric Impression Corp.*, Case No. 2020 CH 000210 (Cook County, IL.)

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

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE FINGERPRINTED BY BIOMETRIC IMPRESSIONS CORP. ON OR AFTER JANUARY 8, 2015.**

*This is a court-authorized notice of a proposed class action settlement.*

**WHAT IS THIS NOTICE?**

This is a court-authorized Notice of a proposed settlement (the “Settlement”) in a class action lawsuit, *Sayas v. BioMetric Impression Corp.*, Case No. 2020 CH 000210 (the “Litigation”), pending in the Circuit Court of Cook County, Illinois, before the Honorable Allen P. Walker (the “Court”). The Settlement would resolve the Litigation brought on behalf of persons who allege BioMetric Impressions Corp. (“BIC”) fingerprinted them without first providing the written disclosures and obtaining the written consent required by the Illinois Biometric Information Privacy Act. The Court granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

**WHAT IS THE LITIGATION ABOUT?**

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information of another individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. The Litigation alleges that BIC violated BIPA by fingerprinting individuals without first providing them the written disclosures and obtaining the written consent required by the law. BIC 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.” When a Class Action is settled, the settlement, which must be approved by the court, resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

**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 by the Class related to BIC’s fingerprinting services. If approved by the Court, the Settlement Agreement calls for BIC to create a Settlement Fund, which will then be used to pay valid claims by the Settlement Class, settlement administration expenses, attorneys’ fees and costs to Class Counsel, and a service award to the Class Representatives. The Settlement is not an admission of wrongdoing by BIC and does not imply that there has been, or would be, any finding that they violated the law.

The Court already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the Settlement Class, the Court overseeing this lawsuit must give final approval to the Settlement Agreement 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 Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the lawsuit will proceed as if there had been no Settlement Agreement and no certification of the Settlement Class.

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

## WHO IS IN THE SETTLEMENT CLASS?

The Settlement Class includes all persons who were fingerprinted by BIC: (a) between January 8, 2015 and August 14, 2023; and (b) for whom such fingerprinting services were **not** paid by the State of Illinois pursuant to the CMS Contract (as defined in the Settlement Agreement).

## WHAT ARE MY OPTIONS?

### (1) Accept the Settlement

To accept the Settlement, you must submit a Claim Form by **February 22, 2024**. You may obtain a Claim Form at [www.BICBIPASettlement.com](http://www.BICBIPASettlement.com), and you may submit your Claim Form online at the same website or to the Settlement Administrator via email at [Info@BICBIPASettlement.com](mailto:Info@BICBIPASettlement.com), or via U.S. Mail at Biometric Impressions BIPA Settlement, c/o Epiq Systems, Inc. P.O. Box 2228, Portland, OR 97208-2228. If the Settlement is approved and your claim is deemed valid, a cash payment will be sent to you by electronic means or check. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.***

### (2) Exclude yourself

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against BIC and the Releasees (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against BIC at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at **P.O. Box 2228, Portland, OR 97208-2228** by **January 8, 2024**. 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 signature, and a statement that you wish to be excluded.

### (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 Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St. Ste 1001, Chicago, IL 60602. The objection must be received by the Court no later than **January 8, 2024**. You must also send a copy of your objection to the attorneys for the parties to the lawsuit, including Class Counsel (Elissa Hobfoll, HERSCHMAN LEVISON HOBFOLL PLLC, 401 S. LaSalle St., Ste. 1302G, Chicago, IL 60605) and the attorneys representing BIC (Christopher G. Dean, McDONALD HOPKINS LLC, 300 N. LaSalle Dr., Ste 1400, Chicago, IL 60654), as well as to the Settlement Administrator Epiq Systems, Inc. at P.O. Box 2228, Portland, OR 97208-2228, postmarked no later than **January 8, 2024**. Any objection to the proposed Settlement Agreement must include (a) your full name, address, and telephone number; (b) the case name and number of this Litigation; (c) the approximate timeframe and location in which you were fingerprinted by BIC, and the reason for which they sought such fingerprinting; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (f) 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 **January 8, 2024**. 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 is to be held on **March 5, 2024 at 11:00 a.m** in the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Chicago, IL 60602, in person or through counsel to show cause of why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the settlement, the request for attorneys' fees and expenses, and/or the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel, and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing as well as any exhibits they intend to introduce at the Final Approval Hearing.

### (4) Do Nothing.

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

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

**QUESTIONS? VISIT [www.BICBIPASettlement.com](http://www.BICBIPASettlement.com)  
OR CALL TOLL-FREE 1-877-834-0275.**

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the Settlement website at [www.BICBIPASettlement.com](http://www.BICBIPASettlement.com) or call 1-877-834-0275.

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

**Cash Payments.** BIC has agreed to create a Settlement Fund in the amount of \$10,850,000 for Settlement Class Members. Class Members who timely submit a valid Claim Form are eligible to receive up to \$1,000 if they were fingerprinted by BIC between January 8, 2015, and August 14, 2023 (and the fingerprinting services were not paid for by the State of Illinois pursuant to the CMS Contract). The exact amount of each payment is and will be unknown until the Court grants final approval of the Settlement. The Settlement Administrator will issue an electronic payment or check to each Class Member who submitted a valid and timely Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 120 days after they are issued. Additionally, the attorneys who brought this lawsuit will ask the Court to award them attorneys' fees of up to 33.3% of the Settlement Fund, plus reasonable out-of-pocket litigation costs not to exceed \$30,000 for the time, expense and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representatives also will apply to the Court for a payment of up to \$6,000 for their time 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 BIC and any other Releasees (as defined in the Settlement Agreement) related to the alleged violations of BIPA. 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 Agreement, 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. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at [www.BICBIPASettlement.com](http://www.BICBIPASettlement.com), or you can call the Settlement Administrator at 1-877-834-0275, or contact Class Counsel at the information provided below.

## **WHEN WILL THE COURT RULE ON THE SETTLEMENT?**

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Settlement Class for settlement purposes hear any proper objections and arguments to the Settlement Agreement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on March 5, 2024 at 11:00 a.m at the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Chicago, IL 60602.

If the Settlement Agreement is given final approval, the Court will not make any determination as to the merits of the claims against BIC or its defenses to those claims. Instead, the Settlement Agreement's terms will take effect and the Litigation 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 Litigation, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement Agreement, if it approves the Settlement Agreement and the approval is reversed on appeal, or if the Settlement Agreement 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 Agreement. Plaintiffs, BIC, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and BIC will continue to litigate the lawsuit. If the Settlement Agreement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement Agreement, or indeed anything at all.

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

## 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.

Elissa Hobfoll  
Bradley Levison  
HERSCHMAN LEVISON HOBFOLL PLLC,  
401 S. LaSalle Street, Ste. 1302G  
Chicago, IL 60605  
312-870-5800  
elissa@hlhlawyers.com  
brad@hlhlawyers.com

## WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this Litigation. More details are in the Settlement Agreement which, along with other documents, can be obtained at [www.BICBIPASettlement.com](http://www.BICBIPASettlement.com). If you have any questions, you can also call the Settlement Administrator at **1-877-834-0275** or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the Settlement 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.

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois