

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Bachmann, et al. v. Wenzak Heartland, Inc., et al., 2021-L-1253 (DuPage County)

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED.
A CLASS ACTION SETTLEMENT HAS BEEN REACHED UNDER WHICH
YOU MAY BE ENTITLED TO A PAYMENT.**

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

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Bachmann, et al. v. Wenzak Heartland, Inc., et al.*, case number 2021-L-1253 Circuit Court of DuPage County, Illinois (the “Litigation”). The Settlement will resolve a lawsuit brought on behalf of persons who allege Wenzak Heartland, Inc., Wenzak, Inc., and Wenzak QSC Management, Inc. (the “Defendants” or “Wenzak”) required employees to provide their biometric identifiers and/or biometric information without first having a written policy and obtaining a written release. Defendants deny these allegations, deny violations of any law, and deny all liability. If you received this Notice, you have been identified by Defendants as someone who may have enrolled in and/or used a body-part scanning device while working for them. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. This Notice explains the nature of the lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so you can understand your rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or biometric information, defined to include fingerprints, scans of hand or face geometry, without first providing such individual with certain written disclosures and obtaining a written release. This lawsuit alleges the Defendants violated BIPA. Defendants deny these allegations, deny violations of any law, and deny all liability.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendants have agreed to create a Settlement Fund of \$1,905,145.00 for the Settlement Class Members. All Settlement Class Members who do not opt out of the settlement are entitled to receive a payment out of the Settlement Fund if they file a claim. If the Settlement is approved, each Settlement Class Member who files a claim and does not opt out of the Settlement will receive a check for their portion of the Settlement Fund less the Fee Award, incentive awards to the Class Representatives, and Settlement Administration Expenses. The amount that each individual receives will depend on the Fee Award and incentive awards to the Class Representatives that the Court approves. It will also depend on the Settlement Administration Expenses.

All checks issued to Settlement Class Members will expire and become void ninety (90) days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys’ fees of 35% of the Settlement Fund and costs, for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representatives also will apply to the Court for a payment of up to \$5,000.00 each for their time, effort, and service in this matter.

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 Defendants relating to the allegations in the Litigation. The Settlement Agreement requires Defendants to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and incentive awards to the Class Representatives. The Settlement is not an admission of wrongdoing

by Defendants and does not imply that there has been, or would be, any finding that Defendants violated the law. Defendants agreed to the Settlement to avoid the distraction and expense of continued litigation.

WHO IS IN THE SETTLEMENT CLASS?

All individuals who worked or are currently working for Wenzak Heartland, Inc., Wenzak, Inc., Wenzak QSC Management, Inc., and/or Wenzak Chicago Southland, Inc. in the State of Illinois who enrolled in and/or used a body-part scanning device (e.g., a finger or hand scanning device) while working for these entities within the five-year period preceding the date of the filing of the Litigation. There are approximately 3,149 people who fall within the class definition.

WHAT ARE MY OPTIONS?

(1) Exclude yourself.

If you do not want the money from the Settlement, you may exclude yourself. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendants and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have, including pursuing your own lawsuit against Defendants at your own risk and expense. To exclude yourself from the settlement, you must mail a signed letter to the Settlement Administrator at Wenzak BIPA Settlement, c/o Analytics Consulting LLC, P.O. Box 2006, Chanhassen, MN, 55317-2006, postmarked no later than June 20, 2023. 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.

(2) 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 DuPage County. The objection must be received by the Court no later than June 20, 2023. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Fish Potter Bolaños, PC, 200 E. 5th Avenue, Suite 115, Naperville IL 60563), as well as the attorneys representing Defendants (John P. Ryan and Joseph D. Kern of Hinshaw & Culbertson, LLP, 151 N. Franklin Street, Suite 2500, Chicago, IL 60606), postmarked no later than June 20, 2023. Any objection to the proposed settlement must include your (a) full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing you in connection with the objection, (f) a statement indicating whether you intend to appear at the Final Approval Hearing; and (g) 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 June 20, 2023. 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 on July 17, 2023 at 9:00 a.m., in person, via remote means, or through counsel to show cause of why the proposed 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 the incentives awards to the Class Representatives 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.

(3) Do Nothing.

If you are a Class Member and do nothing, you will NOT receive a monetary benefit from the Settlement and you will give up your rights as set forth in this Notice and the Settlement Agreement.

(4) Submit a Claim Form.

If you are a Class Member and submit a valid claim form which is attached below by June 20, 2023, then you will receive a share of the settlement fund and will be giving up your rights as set forth in the Settlement Agreement.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendants and Released Parties (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from the Settlement Administrator at the number set forth at the bottom of this notice and also on the following web site: www.WenzakBIPASettlement.com. All pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Unless you formally exclude yourself from this settlement, you will release your claims.

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, checks will go out thirty-five (35) days after the Court's final approval order becomes final and non-appealable. If there is an appeal of the court's order, payment will be delayed.

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 on July 17, 2023, at 9:00 a.m. in Courtroom 2008, DuPage County Courthouse, 505 N. County Farm Road, Wheaton, Illinois, 60197 or via Remote Hearing with the information about how to attend remotely available at <https://www.18thjudicial.org/>.

If the Settlement is given final approval, 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 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, or 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 and Class Members will receive no benefits from the Settlement. Plaintiffs, Defendants, 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 Plaintiffs and Defendants will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that 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 Fish Potter Bolaños, P.C. to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained from the Settlement Administrator at the number set forth at the bottom of this notice and also on the following website: www.WenzakBIPASettlement.com. 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.