

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

PASCUAL CUAZITL, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

TARGET GRAPHICS, LTD.,

Defendant.

Case No.: 2023LA000208

Honorable Timothy J. McJoynt

**PLAINTIFF’S MOTION FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT**

On September 27, 2023, this Court preliminarily approved the Class Action Settlement between Plaintiff Pascual Cuazitl and Defendant Target Graphics, LTD. (“Target Graphics” or “Defendant”) and further directed that notice be sent to the Settlement Class. The settlement administrator has implemented the Court-approved notice plan and notice has been issued. The reaction from the Class has been positive. Specifically, of the 178 class members, zero have objected. *See Exhibit 2*, the Declaration of Christina Fowler ¶¶ 7, 13. Now, pursuant to the Court’s Order, Plaintiff moves for final approval of the Parties’ Class Action Settlement Agreement.¹ Defendant does not oppose this motion.

FACTUAL AND PROCEDURAL HISTORY

Plaintiff is a former employee of the Defendant. *See* Plaintiff’s Complaint (“Compl.”) at ¶ 2. Plaintiff alleges that during his employment, Defendant required its employees to scan his finger and/or handprints to clock in and out of work. Compl. ¶¶ 2-5. Plaintiff’s lawsuit alleges

¹ A true and correct copy of the parties’ Settlement Agreement has been appended to *Exhibit 1-A*, the Declaration of Attorney Costales (“Costales Decl.”). Unless otherwise defined herein, all capitalized terms have the same force, meaning and effect as ascribed in the “Definitions” section of the Settlement Agreement

that this time tracking system is subject to the Illinois Biometrics Information Privacy Act (“BIPA”) and that Defendant failed to obtain written consent in accordance with the statute before collecting biometric data to track workers’ time. Compl. ¶ 9. Plaintiff further alleged, on a class basis, that Defendant violated the BIPA in its failure to obtain provide prior written notification of its biometric policies. Compl. ¶¶ 30-33. Defendant dispute these allegations and also disputes that any claims asserted by Plaintiff may proceed on a class action basis.

Recognizing the risk to both sides, as well as other potentially dispositive issues, the Parties discussed the possibility of settling this case. Costales Decl. ¶ 3. After conducting multiple preliminary conferences between themselves, as well as exchanging papers and settlement discovery, the parties engaged in significant arms-length negotiations regarding resolution. *Id.* ¶¶ 3-6. Over the course of these lengthy negotiations the parties were able to close a considerable distance in their respective positions on settlement and reach a deal in principle. *Id.*

While the negotiation was successful in that the parties executed a term sheet, there were still many remaining details regarding the specifics of the settlement. Costales Decl. ¶ 6. The extent of these additional considerations is demonstrated by the parties time-consuming process of drafting the settlement paperwork, which underwent multiple revisions as the parties debated the details of the settlement. *Id.* This continued negotiation over the precise terms and features of the settlement culminated in a signed Settlement Agreement and motion for preliminary approval. On September 27, 2023, the Court granted preliminary approval of the Parties’ settlement.²

² A copy of the Court’s Preliminary Approval Order is appended to the Costales Declaration as ***Exhibit 1-B***.

TERMS OF THE SETTLEMENT

A. Settlement Class Definition

The Settlement Class is defined as:

All individuals on the Settlement Class List who scanned their finger in Target Graphics' timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing written consent.

Agreement ¶ 1.34. The Settlement Class is comprised of 178 class members. Costales Decl. ¶ 8.

B. Monetary and Prospective Relief

Defendant will establish a Settlement Fund of up to \$142,400.00, to which each Class Member is entitled to receive a settlement payment if they fill out a simple, one-page claim form. Agreement ¶ 2.1(b). The Settlement Fund will also be used to pay notice and administrative expenses, attorneys' fees, costs, and expenses, and an incentive award to the Class Representative. ¶ 1.37. The distribution of settlement proceeds agreed to by the parties amounts to a gross amount to each class member of \$800. Costales Decl. ¶ 8. After the deduction of fees and costs, each class member will be entitled to a payment of approximately \$384.00. *Id.*

C. Release

In exchange for the relief described above, Defendant as well as all Released Parties as defined in ¶ 1.30 of the Agreement, will receive a full release of all claims arising out of or related to biometrics or BIPA in connection with Plaintiff's and the Settlement Class's employment with Defendant. *Id.*

D. Notice and Administration Expenses

The Settlement Fund will be used to pay the cost of sending the Notice set forth in the Agreement and any other notice as required by the Court, as well as all costs of administration of the Settlement. *Id.* at ¶ 1.33. To date, the Settlement Administer has issued notice to the last

known addresses of all 178 persons on the Settlement Class List. **Exhibit 2**, Fowler Decl. ¶¶ 5-10. Where any notice was returned by the Post Office, the Settlement Administrator ran a “skip trace” of that individual to locate a new address. Fowler Decl. ¶ 8. Ultimately, of the 178 persons on the Settlement Class List, only 7 individuals’ mailing addresses were unable to be located. *Id.* at ¶ 10. In addition, the Settlement Administrator made the settlement documents in this case available on its website, <https://ilymgroup.com/TargetGraphicsLTD>, where Class Members can view court documents. Fowler Decl. ¶ 8. The total cost of Settlement Administrator’s services (including all additional future work moving forward finalizing and administering the settlement funds) is \$10,797.99. Fowler Decl. ¶ 17.

E. Incentive Award, Attorneys’ Fees, Costs, and Expenses

In recognition for his efforts on behalf of the Class, Defendant has agreed that Plaintiff Cuazitl may receive, subject to Court approval, an incentive award of up to \$5,000 from the Settlement Fund as compensation for his time and effort serving as Class Representative. Defendant will not oppose any request limited to this amount. Agreement ¶ 8.4. Defendant has also agreed that the Settlement Fund may also be used to pay Class Counsel reasonable attorneys’ fees and to reimburse costs and expenses in this Action, in an amount to be approved by the Court. *Id.* at ¶ 8.1. Class Counsel has agreed to petition the Court for attorneys’ fees, costs, and expenses of no more than 40% of the Settlement Fund. *Id.* These awards are subject to this Court’s approval, which Plaintiff moved for separately on December 11, 2023. That motion is unopposed.

CLASS ACTION SETTLEMENT APPROVAL PROCESS

Strong judicial and public policies favor the settlement of complex class action litigation, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm

any potential benefit the class could hope to obtain. *See Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *see also* 4 Alba Conte & Herbert B. Newberg, *Newberg on Class Actions* § 11.41 (4th ed. 2002) (hereinafter *Newberg*).

Courts review proposed class action settlements using a well-established two-step process. *Newberg* § 11.25, at 38-39; *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). 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; *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled on other grounds*. If the Court finds the settlement proposal is “within the range of possible approval,” the case proceeds to the second step in the review process: a final approval hearing. *Newberg*, § 11.25, at 38-39.

The Parties’ settlement is presently at the second step of this two-step process.

ARGUMENT

I. The Settlement Should be Finally Approved

Upon final approval, the Settlement reached in this matter will provide the Settlement Class Members with substantial financial compensation and non-monetary relief that they otherwise would not have obtained. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class Members, and because the Notice Program effectively notified class members of their rights under the Settlement Agreement, the Settlement warrants final approval by the Court.

A. The Settlement Is Fair, Reasonable, and Adequate

Section 2-801 provides that a court may approve a proposed class settlement “on a finding that it is fair, reasonable, and adequate.” 735 ILCS 5/2-801; *see also* Fed. R. Civ. P.

23(e)(2). In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors: “(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 v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990); *see also Armstrong*, 616 F.2d at 314.

In this case, all eight factors weigh in favor of finding the Settlement fair, reasonable, and adequate, warranting its final approval.

B. The Settlement Provides Substantial Relief

As to the first factor, the Settlement in this case provides substantial material benefits to the Class: each claimant Settlement Class Member is entitled to a gross payment of \$800.00. Costales Decl. ¶ 8. While Plaintiff believes he would likely prevail on the claims, he is also aware that Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses, including but not limited to whether Defendant actually possessed biometric information or biometric identifiers. Costales Decl. ¶ 11. Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Class Member in the Settlement represents a truly excellent result.

In addition to any defenses on the merits Defendant would raise, should litigation continue Plaintiff would also be required to prevail on a class certification motion, which would be highly contested and for which success is certainly not guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 180 (N.D. Ill. 2011) (“Settlement allows the class to avoid the

inherent risk, complexity, time and cost associated with continued litigation”) (internal citations omitted). “If the Court approves the [Settlement], the present lawsuit will come to an end and [Class Members] will realize both immediate and future benefits as a result.” *Id.* Approval would allow Plaintiff and Class Members to receive meaningful and significant payments now, instead of years from now or never. *Id.* at 582.

Additionally, the fairness, reasonableness, and adequacy of the instant Settlement are supported by previously approved settlements. For example, in *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH- 02140 (Cir. Ct. Cook Cnty., Ill. 2018), the settlement provided each class member eligible to receive a pro rata share of a settlement fund that amounted to a gross approximate payout of \$500 per person. Similarly, recent settlements in *Lopez v. Multimedia Marketing & Sales, Inc.*, No. 17- CH-15750 (Cir. Ct. Cook Cnty., 2020), *McGee v. LSC Comm ’ns, Inc.*, No. 17-CH-12818 (Cir. Ct. Cook Cnty., 2019), and *Wydra v. Midwest Can Co.*, No. 19-CH-08185 (Cir. Ct. Cook Cnty., 2020) provided settlement class members with gross payments of \$565 per person, \$750 per person, and \$626.70 per person, respectively. Here, the gross payment to each Class Member before the deduction of fees and costs is \$800.00 with a net amount of approximately \$384. Costales Decl. ¶ 8. This result is certainly fair, reasonable, and adequate and warrants Court approval.

C. Defendant’s Ability to Pay

The second factor that can be considered by courts is the Defendant’s ability to pay the settlement sum. Defendant’s financial standing has not been placed at issue here.

D. Continued Litigation is Likely to be Complex, Lengthy, and Expensive

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See City of Chicago*, 206 Ill.

App. 3d at 972. In absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Not only would the Parties have to undergo significant motion practice before any trial on the merits is even contemplated, but evidence and witnesses from throughout the State of Illinois and beyond would have to be assembled for any trial. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits as well as 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 long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation is not in the interest of any of the Parties or Class Members.

E. There Has Been No Opposition to the Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Class to the Settlement. *See City of Chicago*, 206 Ill. App. 3d at 972.

Following the implementation of the Notice plan set forth in the Settlement Agreement, the Class's reaction to the Settlement has been overwhelmingly favorable. In accordance with the Notice plan, the Settlement Administrator successfully provided direct notice to the Class. Zero Class Members have objected to the settlement and only one Class Member has requested to be excluded from the Settlement.³ Fowler Decl. ¶¶ 12-13.

Additionally, to date there have been 13 claims made against the settlement. This is effectively a 7.3% claims rate—and significantly higher than the typical claims rate in consumer class actions. *See IN RE: TIKTOK, INC.*, at *11 n. 6 (noting that claims rates in consumer class

³ The deadline for Class Members to object to or request to be excluded from the Settlement was December 26, 2023. *See* Preliminary Approval Order, Costales Decl. Ex. 1-B.

actions rarely exceed 7%); *In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 622 (N.D. Cal. 2021), appeal dismissed, No. 21-15555, 2021 WL 2660668 (9th Cir. June 22, 2021) (citing an FTC report on consumer class actions that found the average claims rate to be between 4 and 9%); *Ferrington v. McAfee, Inc.*, 2012 WL 1156399 * (N.D. Cal. Apr. 6, 2012) (observing that “the prevailing rule of thumb with respect to consumer class actions is [a claims rate of] 3–5 percent.”)

Accordingly, the fourth and sixth factors weigh in favor of granting final approval.

F. The Settlement was the Result of Arms’-Length Negotiations Between the Parties After a Significant Exchange of Information

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *City of Chicago*, 206 Ill. App. 3d at 972. There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm’s-length negotiations. Newberg, § 11.42; see also *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was “no evidence that the proposed settlement was not the product of ‘good faith, arm’s-length negotiations’”). Here, the Settlement was reached only after arm’s-length negotiations between counsel for the Parties over the course of many months. Costales Decl. ¶¶ 3-6. Moreover, negotiations began only after an exchange of information regarding the size and composition of the putative class. *Id.* Such an involved process underscores the non-collusive nature of the Settlement. Finally, given the fair result for the Settlement Class in terms of the monetary and prospective relief, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of final approval.

G. The Settlement Agreement Has Support of Experienced Class Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See City of Chicago*, 206 Ill. App. 3d at 972. Class Counsel believes that the Settlement is in the best interest of the Settlement Class Members because they are entitled to an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course. Costales Decl. ¶¶ 10-12. Further, due to the defenses that Defendant has indicated that it would raise should the case proceed through litigation—and the resources that Defendant has committed to defend and litigate this matter—it is possible that Class Members would receive no benefit whatsoever in the absence of this Settlement. *Id.* Given Class Counsel’s experience litigating similar class action cases, this factor also weighs in favor of granting final approval. *See* Costales Decl. ¶¶ 17-21; *see also GMAC*, 236 Ill. App. 3d at 497.

H. The Parties Exchanged Information Sufficient to Assess the Adequacy of the Settlement

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *City of Chicago*, 206 Ill. App. 3d at 972. Here, the Parties exchanged information regarding the facts and size of the class, and thoroughly investigated the facts and law relating to Plaintiff’s allegations and Defendant’s defenses. Costales Decl. ¶¶ 3-4. Accordingly, this factor also weighs in favor of final approval.

II. The Unopposed Motion for an Incentive Award and Fee Award Should Be Approved.

Because no objections were filed in opposition to Plaintiff’s Motion for Attorneys’ Fees, Costs, Expenses, and Incentive Award (the “Fee Petition”), and because all factors in favor of

granting final approval of the Settlement have been met, the Court should also approve the requested Incentive Award to Plaintiff, and the Fee Award to Class Counsel.

The Incentive Award and Fee Petition was filed on December 11, 2023 and was made available on the Settlement Administrator's website that same day. In addition, the Class Notice was sent to all persons in the Settlement Class even before the Fee Petition was filed and fully informed the Settlement Class Members of the maximum amount of the Incentive Award and Fee Award that Class Counsel and Plaintiff would seek. Accordingly, the Settlement Class Members had ample opportunity to consider the merits of the Fee Petition. However, no objections to the Fee Petition were filed, and no Settlement Class Members even informally expressed any dissatisfaction with the requested Incentive Award or Fee Award. The lack of any opposition is not surprising because, as discussed above, the Settlement provides substantial cash benefits to the Settlement Class Members.

For the reasons stated in the unopposed Fee Petition, and because no person in the Settlement Class has voiced any opposition or objection to the requested Fee Award or Incentive Award, Plaintiff and Class Counsel respectfully request that the Court approve the requested Incentive Award and Fee Award.

CONCLUSION

For the reasons stated above, Plaintiff respectfully requests that the Court enter an Order granting final approval of the Settlement. A proposed Final Order and Judgment is submitted herewith as *Exhibit 3*.

Dated: January 16, 2024

Respectfully submitted,

/s/ Roberto Luis Costales

Roberto Luis Costales (#6329085)
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Class Counsel

CERTIFICATION

I hereby certifying that the foregoing has been served on all counsel of record via the Odyssey e-file system on this 16th day of January, 2024. I further certify that a copy of this motion will be made available on this date for uploading to the Settlement Administrator's website.

/s/ Roberto Luis Costales

EXHIBIT 1

Costales Declaration

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

PASCUAL CUAZITL, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

TARGET GRAPHICS, LTD.,

Defendant.

Case No.: 2023LA000208

Honorable Timothy J. McJoynt

DECLARATION OF ROBERTO COSTALES

Roberto Costales, Esq. declares as follows:

1. I am one of the attorneys for the Plaintiff in the above-captioned matter and I submit this declaration in support of Plaintiff's Motion for Final Approval of the Class Action Settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. My firm filed the instant lawsuit on July 29, 2022.

3. In the months following the filing of this case the Parties engaged in settlement discussions and, to that end, agreed to explore possible resolution. The Parties exchanged informal discovery, including the size of the putative class. The Parties also exchanged detailed position statements, airing their respective legal arguments.

4. Given that the information exchanged would have been, in large part, the same information produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

5. Over the course of these lengthy negotiations the parties were able to close a considerable distance in their respective positions on settlement and reach a deal in principle.

6. While the settlement negotiations were successful in that the parties executed a term sheet, there were still many remaining details regarding the specifics of the settlement. The extent of these additional considerations is evidenced by the parties time-consuming process of drafting the settlement paperwork, which underwent multiple revisions. Ultimately, it is my belief that the parties fashioned a simple, effective notice plan that makes it easy for class members to learn about and participate in the proposed class settlement. A true and correct copy of the parties' settlement agreement is attached hereto as Exhibit 1-A.

7. On September 27, 2023, the Court granted preliminary approval of the Settlement. A true and correct copy of the Court's September 27, 2023 Preliminary Approval Order is attached hereto as Exhibit 1-B.

8. In sum, the settlement provides for a settlement fund in the amount of \$142,400.00. This fund, less attorney's fees, costs, and the class representative's award, is to be distributed to every one of the 178 class members who fills out a simple, one-page claim form—equaling a gross payment to each class member of \$800.00. After the deduction of fees and costs, each class member will be entitled to a payment of \$384.00.

9. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arm's-length.

10. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims and our ability to ultimately secure a favorable judgment at trial, the expense,

duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

11. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive the Plaintiff and Class Members of any relief whatsoever. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case, including by moving for summary judgment after discovery. Plaintiff and Class Counsel are also aware that Defendant would continue to challenge liability, as well as assert a number of defenses. These potential defenses, if successful, could result in Plaintiff and the Class Members receiving no payment or relief whatsoever. Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision, and that in light of the statutory damages in play they would argue—in both the trial and appellate courts—for a reduction of damages based on due process concerns.

12. Plaintiff and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate, and well within the range of approval.

13. Since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator, ILYM Group, Inc. ("ILYM Group"), to carry out the Court-ordered notice plan. As detailed in the accompanying Declaration of Christina Fowler ("Fowler Declaration"), the Court-ordered notice plan has been carried out in its entirety, and direct notice was delivered by postcard to Class Members. Additionally, the settlement documents were made available on the settlement website hosted by ILYM Group: <https://ilymgroup.com/TargetGraphicsLTD>.

14. Pursuant to the Preliminary Approval Order (Ex. 1-B), the deadline to opt-out of the Settlement was December 26, 2023. As detailed in the Fowler Declaration, there was only one request for exclusion from the Settlement.

15. Also pursuant to the Preliminary Approval Order (Ex. 1-B), the deadline to object to the Settlement was December 26, 2023. As detailed in the Fowler Declaration, there were zero objections to the Settlement.

16. I was barred in the state of Louisiana in 2011 and Illinois in 2019. I am additionally a member of the trial bar of the Northern District of Illinois, the Fifth Circuit Court of Appeals of the United States, the Seventh Circuit Court of the Appeals of the United States, and the Ninth Circuit Court of Appeals of the United States.

17. My co-counsel William Beaumont and I are the partners of our firm, Beaumont Costales LLC. We have been in practice together for more than ten years and have offices in Chicago, Illinois and New Orleans, Louisiana. We began our practice in the areas of criminal defense and personal injury, and have accrued experience in all phases of litigation, including extensive trial experience, in the course of representing many hundreds of individual litigants. Our cases have been reported by major news outlets like Popular Science, USA Today, and the Wall Street Journal.

18. Since beginning our class action practice in 2016, we have earned more than 28 million dollars for class members. The majority of this work has focused on wage and hour class actions, where we previously specialized in fighting for the rights of undocumented migrant workers to receive minimum wage and overtime pay. We also routinely file class actions under the Americans with Disabilities Act, the Telephone Consumer Protection Act, the Illinois Right of Publicity Act, the Illinois Biometrics Privacy Act (“BIPA”).

19. Mr. Beaumont and I have been named lead class counsel in more than twenty other collective and class action cases, including but not limited to: *Novak v. Southshore Enterprises Inc.*, Case No. 2021-L-47 (Cir. Ct. McLean County 2022); *Fischer, et al. v. Instant Checkmate LLC*, No. 19-cv-04892, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022); *Mohn v. Chronister Oil Company*, No. 20-L-249 (Cir. Ct. Sangamon County 2021); *Kelly v. Peryam & Kroll Research Corporation*, Case No. 20-CH-4665 (Cir. Ct. Cook County 2021); *Goldschmidt v. Rack Room Shoes, Inc.*, Case No. 18-CV-21220 (S.D. Fl. Jan. 15, 2020); *De La Rosa v. Collision Damage Experts Group, LLC*, Case No. 17-CH-14760 (Cir. Ct. Cook County 2020); *Salgado v. Greenway Resource Recovery, LLC*, Case No. 18-cv-00889 (N.D. Ill. Nov. 15, 2018); *Maldonado v. New Orleans Millworks, LLC*, Case No. 17-CV-1015 (E.D. La. Mar. 14, 2018); *Nieto v. Pizzati Enterprises, Inc.*, Case No. 16-CV-5352, (E.D. La. Mar. 28, 2017); *Murillo v. Coryell Cnty. Tradesmen, LLC*, Case No. 15-CV-3641 (E.D. La. Sept. 21, 2016); *Calix v. Ashton Marine LLC*, Case No. 14-CV-2430 (E.D. La. March 25, 2015); *Esparza v. Kostmayer Construction*, Case No. 15-CV-4644 (E.D. La. July 1, 2016); *Leon v Diversified Concrete*, Case No. 15-CV-6301 (E.D. La. Oct. 26, 2016).

20. Mr. Beaumont and I serve as Plaintiff's counsel in over forty other BIPA class actions. We regularly apprise ourselves of updates in the law of the BIPA, and continuously track filings and settlements in that field.

21. Based on my experience, and also my review of BIPA class settlements, I can say that the parties' proposed settlement in this case is a great result for class members and commensurate with (if not superior to) other BIPA class settlements.

22. A copy of the accompanying Motion for Final Approval together with this declaration and exhibits will be made available on this date for uploading to the Settlement Administrator's website.

* * *

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

Executed this 16th day of January, 2024.

/s/ Roberto Luis Costales

EXHIBIT 1-A

Class Action Settlement Agreement

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Plaintiff, Pascual Cuazitl (“Plaintiff” or “Cuazitl”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Target Graphics, LTD. (“Defendant” or “Target Graphics”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of the Settlement Terms are:

Class Definition: “All individuals on the Settlement Class List who scanned their finger in Target Graphics’ timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing written consent.”

Number of Settlement Class Members: [178]

Settlement Fund: \$142,400.00

Settlement Administrator: ILYM Group

Time to Effectuate Notice: 30 days after Preliminary Approval

Time to Submit a Claim Form: 90 days after Preliminary Approval

Time to Object or File Exclusion: 90 days after Preliminary Approval

Time for Final Hearing Date: 120 days after Preliminary Approval

RECITALS

A. On July 29, 2022, this putative class action was filed in the Circuit Court of Cook County, Illinois under case number 2022CH7374. On September 29, 2023, this action was transferred to the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois, where

it was docketed as case number 2023LA208. The material allegations of the Complaint were that Target Graphics collected, stored and used – without first providing notice, obtaining informed written consent or publishing data retention policies – the finger and/or handprints and associated personally identifying information of hundreds of its employees (and former employees), who were required to “clock in” with their finger and/or handprints, in violation of the Illinois Biometric Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*

B. From the outset of the case, the Parties engaged in settlement discussions, including informally exchanging relevant information surrounding the alleged claims.

C. On June 27, 2023, the Parties agreed on all material terms of a class action settlement and executed a term sheet (“Class Action Settlement Term Sheet”).

D. At all times, Target Graphics has denied and continues to deny any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and denies that certification of a class is necessary or proper. Target Graphics believes that it has a number of meritorious defenses to the claims asserted in this Action and that it would prevail in this matter on summary judgment or at trial. Accordingly, any references to the alleged business practices of Target Graphics in this Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of Target Graphics. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, Target Graphics has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. This Agreement is a compromise, and this Agreement, any related documents, and any negotiations resulting in it shall not be construed as

or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Target Graphics, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a class.

E. Plaintiff believes that the claims asserted in the Action against Target Graphics have merit and that he would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Target Graphics has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Target Graphics through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Target Graphics, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Cuazitl v. Target Graphics, LTD.*, Case No. 2023LA000208, currently pending in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois, which was originally filed in the Circuit Court of Cook County, Illinois under Case No. 2022CH7374 before being transferred.

1.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 “Approved Claim” means a Claim Form submitted by a Settlement Class Member (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 “Biometric Data” means a Settlement Class Member’s biometric identifier and biometric information, as those terms are defined in BIPA, 740 ILCS 14/10.

1.5 “BIPA” means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.6 “Claims Deadline” means the date by which all Claim Forms submitted by a person within the Settlement Class must be postmarked, which shall be designated as 30 days after

the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and Claim Form.

1.7 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.8 “Class Counsel” means Beaumont Costales, LLC.

1.9 “Class Period” means the period of time from November 28, 2017 to April 1, 2023.

1.10 “Class Representative” means the named Plaintiff in this Action: Pascual Cuazitl.

1.11 “Court” means the Circuit Court of DuPage County, Illinois.

1.12 “Defendant” or “Target Graphics” means Target Graphics, LTD.

1.13 “Defendant’s Counsel” or “Target Graphics’ Counsel” means Momkus LLP.

1.14 “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (b) if an appeal is filed, 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 petition 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 (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.15 “Escrow Account” means the escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Target

Graphics into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.16 “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representative.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Incentive Award” refers to the payment of \$5,000.00 or such other amount approved by the Court to the Class Representative.

1.20 “Net Settlement Fund” means the amount of the Settlement Fund remaining after payment of Settlement Administration Expenses (including Notice costs), any Incentive Award to the Class Representative, and the Fee Award.

1.21 “Notice” means the notice of this Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, and substantially in the form of Exhibits B & C attached hereto.

1.22 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

1.23 “Opt-Out” is the election by a member of the Settlement Class to be excluded from this Settlement Agreement.

1.24 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement website, or such other date as ordered by the Court.

1.25 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.26 “Plaintiff” means Pascual Cuazitl.

1.27 “Preliminary Approval” means the Court’s conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.28 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class.

1.29 “Released Claims” means all claims, liabilities, demands, causes of action, or lawsuits of the Plaintiff and Settlement Class Members, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law,

and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in the Action filed by Plaintiff arising out of or relating in any way to the alleged capture, collection, storage, possession, transmission, conversion, dissemination, and/or use of biometric identifiers and/or biometric information by and/or on behalf of Target Graphics, in connection with Plaintiffs' and the Settlement Class's employment with Target Graphics.

1.30 "Released Parties" means Target Graphics, LTD. and all of its current, former and future direct and indirect owners, affiliates (including, without limitation, all entities owned by the direct or indirect owners of Target Graphics, LTD.), parents, holding companies, subsidiaries, divisions, officers, directors, shareholders, principals, owners, members, trustees, administrators, executors, directors, officers, managers, board members, partners, agents, employees, attorneys, insurers, reinsurers, accountants, financial and other advisors, investment bankers, benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, vendors, insurers and reinsurers of such plans), underwriters, lenders, predecessors, assigns, successors, and all other persons and/or entities acting through, under, and/or in concert with any of the foregoing; provided, however, that the Released Parties shall not include any of the Settlement Class Members.

1.31 "Releasing Parties" means Plaintiff, the Settlement Class Members, and all of their respective present or past heirs, spouses, parents, children, guardians, associates, co-owners, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.32 “Settlement Administrator” means ILYM Group, Inc. or such other reputable administration company that has been selected by Class Counsel and reasonably acceptable to Target Graphics and approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement, and disbursing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.33 “Settlement Administration Expenses” means the Settlement Administrator’s fee, and the expenses incurred by the Settlement Administrator in providing Notice, processing claims, exclusions, and objections, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.34 “Settlement Class” means: All individuals on the Settlement Class List who scanned their finger in Target Graphics’ timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing written consent. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (3) the legal representatives, successors or assigns of any excluded Persons.

1.35 “Settlement Class List” means all individuals making up the Settlement Class and who are identified by first and last name on Exhibit D, attached hereto.

1.36 “Settlement Class Member” means a Person on the Settlement Class List who has not effectively elected to Opt-Out on or before the Objection/Exclusion Deadline.

1.37 “Settlement Fund” means the cash fund that shall be established by Defendant of up to one hundred forty-one thousand six hundred dollars and zero cents (\$142,400 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any Incentive Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. Under no circumstances shall Defendant be responsible for any payments, individually or in the aggregate, in excess of the amount of the Settlement Fund. Plaintiffs reserve the right to rescind this agreement should the final count of Settlement Class Members exceed 180 persons, unless the Parties agree to adjust the Settlement Fund by an amount proportionate to the final count of Settlement Class Members (i.e., \$800.00 multiplied by the final count of Settlement Class Members).

1.38 “Settlement Payment” means the amount equal to the Net Settlement Fund divided by the number of Settlement Class Members.

1.39 “Timekeeping System” shall mean the timekeeping technology used by Defendant in Illinois at any time during the Class Period, which utilized a scan of Plaintiff’s and the other Settlement Class Members’ fingerprint or handprint for timekeeping purposes.

1.40 “Website Notice” shall mean the notice issued to class members via the internet on a settlement website, pursuant to Section 4 of this agreement. A copy of the Website Notice is attached hereto as Exhibit C.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Within ten (10) business days of entry of the Preliminary Approval Order, Target Graphics shall pay into the Escrow Account an amount equal to the Settlement Administration Expenses, as invoiced by the Settlement Administrator.

(b) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. Each Settlement Class Member who submits an Approved Claim will receive a Settlement Payment.

(c) Within ten (10) business days of the Effective Date, the Defendant shall deposit into the Escrow Account: (1) an amount equal to the Settlement Payment multiplied by the number of Approved Claims; (2) the Fee Award to Class Counsel; and (3) the Incentive Award to the Class Representative.

(d) Target Graphics shall provide a Settlement Class Member's social security number to the Settlement Administrator for settlement administration or tax purposes, upon request and in the event deemed necessary by the Settlement Administrator.

(e) The Settlement Class Administrator shall issue all Settlement Payments via check and will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a check issued to a Settlement Class Member is not negotiated within ninety (90) days after the date of issuance, such checks shall be deemed void and such cashed check funds shall revert to Defendant.

2.2 Prospective Relief

(a) Without admitting any liability or prior noncompliance, Target Graphics represents that it is no longer using "biometric" time clocks in Illinois and agrees that should it reinstate them in Illinois, it will provide all notices and consents as required by BIPA.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE SETTLEMENT CLASS.

4.1 The Notice Plan shall include:

(a) *Notice List.* Within ten (10) business days of entry of the Preliminary Approval Order, Target Graphics will update the Settlement Class List attached as Exhibit D hereto to include the last known U.S. postal addresses, to the extent available, belonging to the Settlement Class Members. The list will be provided to the Settlement Claims Administrator, with a copy to Class Counsel.

(b) *Update Addresses.* Prior to mailing Notice, the Settlement Administrator will attempt to update the addresses of members of the Settlement Class using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any member of the Settlement Class for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below.

(c) *Direct Notice via U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send notice via First Class U.S. Mail substantially in the form attached as Exhibit B hereto in English and Spanish to each physical address in the Notice List, with return postage prepaid.

(d) If any mailed Notice is returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall re-mail the Notice to the forwarding

address within five (5) business days. If any Notice is returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall attempt to ascertain a valid address for the affected Settlement Class Member by seeking change of address information through the U.S. Postal Service's National Change of Address Link, and shall re-mail the Notice within five (5) business days to the address(es) that are found.

(e) *Settlement Website.* No later than the Notice Date, the Website Notice shall be provided on a website at an available URL (such as, for example, www.TargetGraphicsfingerprintsettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator. The Parties agree that copies of this agreement, the Notice, Plaintiff's Motion for Preliminary Approval of the Class Action Settlement, Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award, Plaintiff's Motion for Final Approval of the Class Action Settlement, and copies of the Court's Preliminary and Final Approval orders of the Settlement will also be posted to the Settlement Website.

4.2 The Notice shall advise the Settlement Class Members of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 Any objecting Settlement Class Member who wishes to appear at the Final Approval Hearing must be available for deposition within forty (40) miles of his or her residence or by remote video conference, by Class Counsel and/or Target Graphics' Counsel, and the objection must include each date when the objector will be available and present for a deposition within twenty-one (21) days following the filing of the objection. In the event that any Settlement Class Member objects in the manner prescribed herein, Plaintiff and Defendant shall be afforded a full opportunity to respond to such objections.

4.6 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved

by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, does not clearly state an intention to be excluded, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Target Graphics’ Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Target Graphics’

Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of this Settlement Agreement. Should the Court request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by Target Graphics, to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Target Graphics' Counsel with drafts of all administration-related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts (if any) in a form approved by Class Counsel and Target Graphics' Counsel, website postings or language or other communications in a form approved by Class Counsel and Target Graphics' Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Target Graphics' Counsel agree to waive this requirement in writing on a case by case basis;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Target Graphics' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Target Graphics' Counsel;

(c) Provide weekly reports to Class Counsel and Target Graphics' Counsel, including without limitation, reports regarding the number of objections and exclusion requests received, the number of claims made, and the number of individuals who are unsuccessfully delivered Notice; and

(d) Make available for inspection by Class Counsel or Target Graphics' Counsel materials received by the Settlement Administrator from members of the Settlement Class at any time upon reasonable notice.

5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.3. Target Graphics, the Released Parties, and Target Graphics' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.4 All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

5.5 If this Settlement Agreement is not finally approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Judgment is reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return the Settlement Fund to Target Graphics, less any Settlement Administration Expenses actually incurred to date. Plaintiff shall have no financial responsibility for any Settlement Administration Expenses paid out of the Settlement Fund in the event that this Settlement Agreement is not finally approved.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Section 9 below, in the event that the Court makes any material modification to the terms of the Settlement, including, but not limited to any modification which operates to change the scope of the Settlement Class or to require Target Graphics to pay any amounts in excess of the Settlement Fund (and with the exception of any modification to the terms, timing or proposed amount of any Fee Award or Incentive Award), at the sole discretion of the adversely affected party, the terms contained in this Agreement and the Class Action Settlement Term Sheet, and any other settlement documents may be terminated. The Party or Parties with the right to terminate this Agreement may do so by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within ten (10) days of any event triggering the right to terminate (as described above), including: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States; or (v) the date upon which an Alternate

Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States.

6.2 If prior to the Final Approval Hearing, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and such Persons in the aggregate constitute more than five percent (5%) of the Settlement Class, Target Graphics shall have, in its sole and absolute discretion, the option to terminate this Settlement by giving notice as set forth in paragraph 6.1.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within 30 days after the execution of this Settlement Agreement, 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 for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the notice for dissemination substantially in the form of Exhibits B & C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Target Graphics.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Agreement, including all exhibits hereto;

(b) approve this Settlement Agreement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate this Agreement according to its terms and provisions; and declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties;

(c) find that the Notice implemented pursuant to this Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive Notice; and (4) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, and the rules of the Court;

(d) find that the prerequisites for a class action under ILCS 735 5/2-801 have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class; (4) the Class Representative has and will continue to fairly and adequately represent the interests of the Settlement Class for

purposes of entering into this Settlement Agreement; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

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

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Judgment, and for any other necessary purpose;

(i) close the Action; and

(j) incorporate any other provisions as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

7.4 The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class

Member in any other proceedings against any of the Released Parties which challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Claim.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1 Target Graphics agrees that Class Counsel may apply for and receive from the Settlement Fund, subject to Court approval, attorneys' fees not to exceed 40% of the Settlement Fund (\$56,960), plus reimbursement of reasonable costs and expenses. Any fees or costs below this amount that are not awarded are to be added to the Net Settlement Amount. Class Counsel will petition the Court for an award of such attorneys' fees, costs, and expenses, and Target Graphics agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for attorneys' fees, costs, and expenses. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys' fees, plus reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

8.2 The Fee Award shall be payable by the Settlement Administrator pursuant to the instructions provided by Class Counsel.

8.3 Notwithstanding any contrary provision of this Agreement, the Court's consideration of any Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement, and any Fee 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.

8.4 Target Graphics agrees not to object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representative in the amount of up to \$5,000. Class Counsel, in turn, agrees to seek no more than this amount from the Court as the Incentive Award to the Class Representative. Such Incentive Award shall be paid

pursuant to the terms herein. Any modification to the terms or timing or reduction of the proposed Incentive Award amount shall in no way impact the validity of the settlement of this Action.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 If this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the settling parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award and/or expenses and/or the Incentive Award set forth in Section 8 above shall not be grounds for termination.

9.2 If this Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement and the Class Action Settlement Term Sheet entered into between Target Graphics and the Class Representative shall be cancelled, null, and void. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement and the Class Action Settlement Term Sheet had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Target Graphics' Counsel agree to cooperate with one another in seeking Court approval of this Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of this Agreement.

10.2 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 the Releasing Parties against each or any of the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Target Graphics, or each or any of them, in bad faith or without a reasonable basis.

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

10.4 Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement, the Class Action Settlement Term Sheet, or any other settlement document, nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or

evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Target Graphics, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Target Graphics' best interests. Any public statements made by Plaintiff or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

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

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or supporting the certification of a class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or

Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

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

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's or the Settlement Class's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a class is appropriate, or that the Settlement Class definition would be appropriate for a class, nor would Target Graphics be precluded from challenging class certification in further proceedings in the Action or in any other action if this Settlement Agreement is not finalized or finally approved; (b) if this Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Target Graphics in connection with the Settlement may be used by Plaintiff,

any Person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

10.6 No Person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.7 The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations to the Plaintiff, Settlement Class Members, or Class Counsel regarding the legal or tax consequences of this Agreement, including any benefit or monies paid and received. The Plaintiff, Settlement Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Agreement.

10.8 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

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

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

10.11 All of the exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.12 This Agreement and 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, including without limitation the Class Action Settlement Term Sheet. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.13 Except as otherwise provided herein, each Party shall bear its own costs.

10.14 Plaintiff represents and warrants that he have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that he is fully entitled to release the same.

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

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

10.17 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

10.19 If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

10.20 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflicts-of-law provisions.

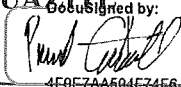
10.21 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party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

10.22 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Roberto Costales, Beaumont Costales LLC, 107 W. Van Buren, Suite 209, Chicago, Illinois 60605; John P. Killacky, Momkus LLP, 1001 Warrenville Road, Suite 500, Lisle, IL 60532.

IT IS SO AGREED TO BY THE PARTIES:

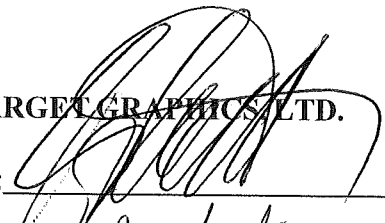
Dated: 7/25/2023, 2023

PASCUAL CUAZITI

By: 
 4F9C7AA504F74F6...

Dated: 7/27/, 2023

TARGET GRAPHICS LTD.

By: 
 Its: President

Dated: July 25, 2023

BEAUMONT COSTALES LLC

By: /s/ William H. Beaumont

Roberto Luis Costales

rlc@beaumontcostales.com

William H. Beaumont

whb@beaumontcostales.com

BEAUMONT COSTALES LLC

107 W. Van Buren, Suite 209

Chicago, Illinois 60605

Tel: (773) 831-8000

*Attorneys for Class Representative and the
Settlement Class*

Dated: July 27, 2023

MOMKUS LLP

By: /s/ John P. Killacky

John P. Killacky

jkillacky@momkus.com

Momkus LLP

1001 Warrenville Road, Suite 500

Lisle, IL 60532

Attorneys for Target Graphics, LTD.

EXHIBIT 1-B

Preliminary Approval Order

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

PASCUAL CUATZITL

Plaintiff

-VS-

TARGET GRAPHICS LTD

Defendant

2023LA000208
CASE NUMBER**FILED**

23 Sep 27 PM 01: 12



CLERK OF THE

18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**ACTION ORDER**

This matter having come before the Court, the Court having jurisdiction and being fully advised in the premises:

IT IS HEREBY ORDERED as follows:

The case is continued to 01/30/2024 in 2008 at 09:00 AM for HEARING - FOR VIDEO CALL.

Description: final class action settlement approval

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING
SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVE,
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN**

WHEREAS, a class action is pending before the Court entitled *Cuazitl v. Target Graphics, LTD.*, Case No. 2023LA000208; and

WHEREAS, Plaintiffs Pascual Cuazitl and Defendant Target Graphics, LTD., have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the "Settlement Agreement"), and the Court having read and considered the Settlement Agreement and exhibits attached to;

This matter coming before the Court upon the agreement of the parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.
2. The Parties have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 5 of this Order.
3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.
4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class

without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including 735 ILCS 5/2-801 to 807; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

Final Approval Hearing

5.The Final Approval Hearing shall be held before this Court on January 30, 2024, at 9 a.m. at the DuPage County Courthouse, 10 Public Square, Wheaton, Illinois 60187, via Zoom, to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of an incentive award to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class. Class Counsel shall file any papers in support of final approval 14 days before the Final Approval Hearing.

Certification of the Settlement Class

6.For purposes of settlement only: (a) Beaumont Costales LLC are appointed Class Counsel for the Settlement Class; and (b) Pascual Cuazitl are named Class Representative. The Court finds that Beaumont Costales LLC are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs Pascual Cuazitl will adequately protect the interests of the Settlement Class defined below.

7.For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All individuals on the Settlement Class List who scanned their finger in Target Graphics' timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing written consent.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the class; and (3) the legal representatives, successors or assigns of any excluded Persons.

8.The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5 above, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of 735 ILCS 5/2-801, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class (e.g., whether Defendant unlawfully collected, captured, received, or otherwise obtained or disclosed Biometric Identifiers and/or Biometric Information without consent in a manner that violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* ("BIPA"), and whether Plaintiffs and the Settlement Class members are entitled to uniform statutory damages under the BIPA); the claims of the Class Representative are typical of the claims of the members of the Settlement Class; the Class Representative and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

9.If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representative and the Settlement Class will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered as a factor in connection with any class certification issue(s).

Notice and Administration

10.The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-C thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of 735 ILCS 5/2-803. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the

terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. 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 Notice and Claim Forms in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

11. The Court approves the request for the appointment of ILYM Group, Inc. as Settlement Administrator of the Settlement Agreement.

12. Pursuant to paragraph 4.1 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice Form on the Settlement Website and to send direct notice via U.S. Mail in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement and allow for the filing of claims online. The Settlement Administrator shall cause Notice to issue to Settlement Class Members on or before October 27, 2023.

Submission of Claims and Requests for Exclusion from Settlement Class

13. Members of the Class who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form(s) in accordance with the instructions contained therein. All Claim Forms must be postmarked or received by the Settlement Administrator within thirty (30) days after the Final Approval Hearing.

14. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves from the Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of December 26, 2023 they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

15. Any members of the Settlement Class who elect to exclude themselves from the Settlement must file a written request with the Settlement Administrator, received or postmarked no later than the Objection/Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include the Settlement Class Member's name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for the purposes of this Settlement. Each request for exclusion must be submitted individually. So called "mass" or "class" opt-outs shall not be allowed.

16. Persons who exclude themselves from the Settlement Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

Appearances and Objections

17. At least twenty-one (21) calendar days before the Final Approval Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Settlement Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

18. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representative as set forth in the Notice and Settlement Agreement. At least fourteen (14) days prior to the Objection/Exclusion Deadline, papers supporting the Fee Award shall be filed with the court and posted to the settlement website. Members of the Settlement Class may object on their own, or may do so through separate counsel at their own expense.

19. To object, members of the Settlement Class must sign and file a written objection no later than on or before the Objection/Exclusion Deadline of December 26, 2023. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice, and include his or her name and address; an explanation of the basis upon which he or she claims to be a Settlement Class Member; a signature; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting him or her in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and a statement indicating whether he or she intends to appear at the Final Approval Hearing (either personally or through

counsel who files an appearance with the Court in accordance with the Court Rules). If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

20. Any objecting Settlement Class Member who wishes to appear at the Final Approval Hearing must be available for deposition within forty (40) miles of his or her residence or by remote video conference, by Class Counsel and/or Defendant's Counsel, and the objection must include each date when the Objector will be available and present for a deposition within twenty-one (21) days following the filing of the objection.

21. Members of the Settlement Class who fail to file and serve timely written objections in compliance with the requirements of this paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of a service award to the Class Representative.

22. To be valid, objections must be filed with the Court and sent to the following: Class Counsel Roberto Luis Costales of Beaumont Costales, LLC, 107 W. Van Buren, Suite 209, Chicago, Illinois 60605; and Defendant's Counsel, John P. Killacky, Momkus LLP, 1001 Warrenville Road, Suite 500, Lisle, IL 60532. In addition, any objections made by a Settlement Class Member represented by counsel must be filed through the Court's electronic filing system.

Further Matters

1. Class Counsel shall file papers in support of their Fee Award and Class Representative's Service Award (collectively, the "Fee Petition") with the Court on or before December 11, 2023.

24. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

25. Members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

26. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

27. Any Settlement Class Member who does not timely and validly submit a claim: (a) shall be forever barred from participating in any distributions of the Settlement Fund; (b) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (c) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against any of the Defendant and the other Released Parties, as more fully described in the Settlement Agreement.

28. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, each party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the parties will retain all rights as if the Settlement Agreement was never agreed upon.

29. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement or for any reason whatsoever the approval of it does not become final then (i) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the

Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose; and (iv) any party may elect to move the Court pursuant to the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion.

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

Notice to be completed by: October 27, 2023

Objection Deadline: December 26, 2023

Exclusion Request Deadline: December 26, 2023

Fee Petition due by: December 11, 2023

Final Approval Hearing: January 30, 2024 at 9:00 a.m.

Submitted by: JOHN P KILLACKY

Attorney Firm: MOMKUS LLP

DuPage Attorney Number: 20508

Attorney for: DEFENDANT

1001 WARRENVILLE RD., SUITE 500

LISLE, IL, 60532

630-743-2181

Email: jkillacky@momkus.com

☐ PRO SE

File Date: 09/27/2023

JUDGE TIMOTHY J MCJOYNT

Validation ID : DP-09272023-0112-58450

Date: 09/27/2023

EXHIBIT 2

Declaration of Christina Fowler

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

PASCUAL CUAZITL, individually and on
behalf of other persons similarly situated,

Plaintiffs

v.

TARGET GRAPHICS, LTD.,

Defendant.

Case No.: 2023LA000208

**DECLARATION OF CHRISTINA
FOWLER OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Honorable Timothy J. McJoynt

I, Christina Fowler, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am the Operations Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Claims Administrator for the above captioned *Cuazitl v. Target Graphics, LTD.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be

performed after Final Approval of the Settlement is granted, include: (a) printing and mailing in English and Spanish the *Notice and a pre-paid Claim Form postcard* (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) calculating individual settlement award amounts; (d) posting the Notice on the administrator’s website (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On September 27, 2023, ILYM Group received the Court approved text for the Notice Packet. ILYM Group prepared a draft of the formatted Notice Packet, which was approved by the Parties’ Counsel prior to mailing.

5. On October 5, 2023, ILYM Group received the class data file from Counsel for Defendants, which contained the name and last known mailing address. The Class List contained 178 individuals.

6. As part of the preparation for mailing, all 178 names and addresses contained in the Class List were then processed against the National Change of Address (“NCOA”) database, maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

7. On October 27, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all 178 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

8. In addition to sending mailed notice, the settlement documents in this case available on the website, <https://ilymgroup.com/TargetGraphicsLTD>, where Class Members can view court documents.

9. As of the date of this declaration, 11 Notice Packets have been returned to our office. Of the 11 returned Notice Packets, none were returned with a forwarding address. ILYM Group performed a computerized skip trace on the 11 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 4 updated addresses were obtained and the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

10. As of the date of this declaration, a total of 4 Notice Packets have been re-mailed. Specifically, all 4 have been re-mailed as a result of ILYM Group's skip tracing efforts.

11. As of the date of this declaration, a total of 7 Notice Packets have been deemed undeliverable. Specifically, 7 have been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

12. As of the date of this declaration, ILYM Group has received 13 Claim Forms. All Claim Forms must be postmarked no later than February 29, 2024.

13. As of the date of this declaration, ILYM Group has received 1 request for exclusion from Michael Wolfe. The deadline to request exclusion from the Settlement was December 26, 2023.

14. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement is December 26, 2023.

15. As of the date of this declaration, ILYM Group will report a total of 13 Participating Class Members, representing 7.30% of the 178 Participating Class Members.

16. Participating Claimants who submit a valid Claim Form will receive a proportional share of the Net Settlement Fund through individual settlement payments. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative

Enhancement Award, Claims Administration Fees to ILYM Group, e.g.,

Gross Settlement Fund	\$ 142,400.00
Class Counsel Fees & Costs	\$ 56,960.00
Enhancement Award	\$ 5,000.00
Administration Fees	\$ 10,797.99
Net Settlement Fund (estimated)	\$ 69,642.01

17. To determine a Participating Collective Member's individual settlement award payment, the Participating Collective Member must submit a valid Claim Form. As of this date, there are 13 valid Consent-to-Join Forms claiming a total of \$4,992.00 from the Net Settlement Fund. The Participating Claimants will receive \$384.00 per class member.

18. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$10,797.99. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 16th day of January 2024, at Tustin, California.


CHRISTINA FOWLER

EXHIBIT “A”

Pascual Cuazitl v. Target Graphics, LTD.,
Circuit Court of DuPage County, Illinois
Case No: 2023LA000208

A court authorized this notice. This is not a solicitation from a lawyer.

This Notice contains information about a proposed class action settlement with Target Graphics, LTD. (“Target Graphics” or “Defendant”). Your rights may be affected whether you act or don’t act. This Notice is being sent to inform you that a settlement has been reached in the lawsuit *Pascual Cuazitl v. Target Graphics, LTD.*, 2023LA000208, which is pending in the Circuit Court of DuPage County, Illinois. This class settlement has been preliminarily approved. The Settlement Class is defined as All individuals on the Settlement Class List who scanned their finger in Target Graphics’ timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing written consent. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (3) the legal representatives, successors or assigns of any excluded Persons. Defendant denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial.

Why am I receiving this Notice? You have received this notice because records show you scanned your finger in Target Graphics’ timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing a written consent. If you did, you are a member of the Settlement Class Member and you are entitled to receive Settlement benefits if you submit a valid Claim Form to the Settlement Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

What Can I Get? If approved by the Court, a Settlement Fund in the total amount of \$142,400.00 will be established to pay all claims to the Settlement Class. Every person who submits a valid Claim Form will be entitled to approximately **\$384.00** per class member after the deduction of attorneys’ fees, costs, and Plaintiff’s incentive award.

How Do I Get a Payment? You must submit the Claim Form attached to this Notice, postmarked **no later than February 29, 2024**. You do not need to go to Court to receive a payment.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator postmarked no later than **December 26, 2023**. You may also object to the Settlement. To object, your written objection must be filed and served no later than **December 26, 2023**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at <https://ilymgroup.com/TargetGraphicsLTD>. If you do nothing, and the Court approves the Settlement, even if you do not file a claim, you will be considered a member of the Settlement Class and you will be bound by all of the Court’s orders and judgments, and your Released Claims against the Released Parties (as described in the Settlement Agreement) will be released.

Who Represents Me? The Court has appointed Beaumont Costales, LLC as Class Counsel to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 9:00 a.m. on January 30, 2024 at the DuPage County Courthouse, 505 N. County Farm Rd., Wheaton, Illinois 60187. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative up to \$5,000 for his services in helping to bring and settle this case. Class Counsel will seek no more than 40% of the Settlement Fund, plus reimbursement of reasonable costs and expenses, but the Court may award less than this amount.

How Do I Get More Information? This is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement, go to <https://ilymgroup.com/TargetGraphicsLTD>, contact the Settlement Administrator at (888) 250-6810 or write to: Target Graphics BIPA Settlement Administrator, ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. *Please do not contact or telephone the Court, Defendant, or Defendant’s attorneys to inquire about the Settlement or the claims process.*

Pascual Cuazitl contra Target Graphics, LTD.
El Tribunal de Circuito del Condado de DuPage, Illinois
Caso No: 2023LA000208

Un tribunal autorizó este aviso. Esta no es una solicitud de un abogado.

Este Aviso contiene información sobre un acuerdo de liquidación propuesto en una acción colectiva contra Target Graphics, LTD. ('Target Graphics' o 'Demandado'). Sus derechos pueden verse afectados, ya sea que actúe o no. Se le envía este Aviso para informarle que se ha alcanzado un acuerdo en la demanda *Pascual Cuazitl contra Target Graphics, LTD.*, 2023LA000208, que está pendiente en el Tribunal de Circuito del Condado de DuPage, Illinois. Este acuerdo de clase ha sido aprobado preliminarmente. La Clase de Liquidación se define como todas las personas en la Lista de la Clase de Liquidación que escanearon su dedo en el sistema de registro de tiempo de Target Graphics en Illinois entre el 28 de noviembre de 2017 y el 1 de abril de 2023 sin haber otorgado previamente su consentimiento por escrito. Se excluyen de la Clase de Liquidación (1) cualquier juez o magistrado que presida esta Acción y los miembros de sus familias; (2) las personas que presenten adecuadamente y en tiempo una solicitud de exclusión de la Clase de Liquidación; y (3) los representantes legales, sucesores o cesionarios de las personas excluidas. El Demandado niega las afirmaciones en la demanda y sostiene que no hizo nada incorrecto y se opone a que se certifique la clase. El Tribunal no ha resuelto las afirmaciones y defensas planteadas en esta acción. Tampoco ha determinado que el Demandado haya hecho algo incorrecto o que este asunto deba certificarse como una acción colectiva, excepto si la Liquidación es completamente aprobada por el Tribunal. Las partes han acordado resolver la disputa para evitar el costo y el riesgo de un juicio.

¿Por qué recibo este aviso? Usted recibió este aviso porque los registros muestran que escaneó su dedo en el sistema de cronometraje de Target Graphics en Illinois entre el 28 de noviembre de 2017 y el 1 de abril de 2023 sin ejecutar primero un consentimiento por escrito. Si lo hizo, es miembro del Grupo del Acuerdo y tiene derecho a recibir los beneficios del Acuerdo si presenta un Formulario de Reclamación válido al Administrador del Acuerdo antes de la fecha límite y si el Tribunal otorga la aprobación final del Acuerdo. También tiene otras opciones como se describe en este aviso.

¿Qué puedo obtener? Si el Tribunal lo aprueba, se establecerá un Fondo del Acuerdo por un monto total de \$142,400.00 para pagar todos los reclamos al Grupo del Acuerdo. Cada persona que presente un Formulario de Reclamación válido tendrá derecho a aproximadamente \$384,00 por miembro del grupo después de la deducción de los honorarios de los abogados, los costos y el incentivo del demandante.

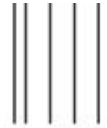
¿Cómo obtengo un pago? Debe presentar el Formulario de Reclamación adjunto a este Aviso, con matasellos **a más tardar el 29 de febrero de 2024. No necesita acudir al Tribunal para recibir un pago.**

¿Cuáles son mis otras opciones? Puede excluirse del Grupo del Acuerdo enviando una carta al Administrador del Acuerdo con matasellos a más tardar el **26 de diciembre de 2023**. También puede oponerse al Acuerdo. Para objetar, su objeción por escrito debe presentarse y notificarse a más tardar el **26 de diciembre de 2023**. Las instrucciones específicas sobre cómo objetar o excluirse del Acuerdo están disponibles en <https://ilymgroup.com/TargetGraphicsLTD>. Si no hace nada y el Tribunal aprueba el Acuerdo, incluso si no presenta un reclamo, se le considerará miembro del Grupo del Acuerdo y estará obligado por todas las órdenes y sentencias del Tribunal, y sus Reclamos Liberados contra las Partes Liberadas (como se describe en el Acuerdo de Conciliación) serán liberadas.

¿Quién me representa? El Tribunal ha designado a Beaumont Costales, LLC como abogado del grupo para representar al grupo del acuerdo. No se le cobrará por estos abogados. Si desea ser representado por su propio abogado en este caso, puede contratar uno a su cargo.

¿Cuándo considerará el tribunal el acuerdo propuesto? El Tribunal celebrará la Audiencia de Aprobación Final a las 9:00 a. m. el 30 de enero de 2024 en el Tribunal del Condado de DuPage, 505 N. County Farm Rd., Wheaton, Illinois 60187. En esa audiencia, el Tribunal: escuchará cualquier objeción relativa a la equidad del Acuerdo; determinar la equidad del Acuerdo; decidir si aprueba la solicitud de los Abogados del grupo de honorarios y costos de abogados; y decidir si otorgar al Representante del grupo hasta \$5,000 por sus servicios para ayudar a presentar y resolver este caso. Los Abogados del grupo solicitarán no más del 40% del Fondo del Acuerdo, más el reembolso de costos y gastos razonables, pero el Tribunal puede otorgar menos de esta cantidad.

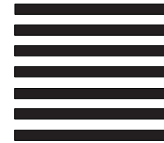
¿Cómo obtengo más información? Esto es sólo un resumen. Para obtener más información, incluido el aviso completo, el formulario de reclamación y el acuerdo de conciliación, **visite <https://ilymgroup.com/TargetGraphicsLTD>**, comuníquese con el administrador del acuerdo al (888) 250-6810 o escriba a: Administrador del acuerdo BIPA de Target Graphics, ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. *No se comuniquen ni llamen por teléfono al Tribunal, al Demandado ni a los abogados del Demandado para consultar sobre el Acuerdo o el proceso de reclamos.*



NO POSTAGE
NECESSARY IF
MAILED IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 59 TUSTIN CA



POSTAGE WILL BE PAID BY ADDRESSEE

Cuazitl v. Target Graphics, LTD.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781-9937



TARGET GRAPHICS BIPA SETTLEMENT CLAIM FORM

Please carefully read the Notice, which is included with this Claim Form. If you wish to receive a settlement payment, you **must** take all of the following steps: (1) complete all sections of this Claim Form; (2) sign and date this Claim Form below; (3) submit this Claim Form to the Settlement Administrator: **THIS CLAIM FORM MUST BE POSTMARKED BY FEBRUARY 29, 2024. YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND/OR BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.**

Name (First Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

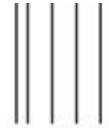
Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

By signing below, you affirm that you are a member of the Settlement Class, and that, under penalty of perjury, all information you provided in this Claim Form is true and correct to the best of your knowledge.

Signature: _____ Date: ____/____/____

The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for your Settlement Payment. This process takes time. Please be patient. Visit <https://ilymgroup.com/TargetGraphicsLTD> or call (888) 250-6810

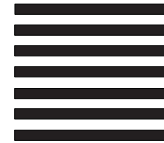
ILYM ID: <<ILYM ID>>



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Cuazitl v. Target Graphics, LTD.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781-9937



FORMULARIO DE RECLAMACIÓN DEL ACUERDO BIPA DE TARGET GRAPHICS

Lea atentamente el Aviso que se incluye con este Formulario de reclamación. Si desea recibir un pago del acuerdo, debe seguir todos los pasos siguientes: (1) completar todas las secciones de este Formulario de reclamación; (2) firme y feche este Formulario de Reclamación a continuación; (3) envíe este Formulario de Reclamación al Administrador del Acuerdo: ESTE FORMULARIO DE RECLAMACIÓN DEBE TENER MATASELLO ANTES DEL 29 DE FEBRERO DE 2024. SI NO PRESENTA UN FORMULARIO DE RECLAMACIÓN OPORTUNO, PERDERÁ CUALQUIER PAGO Y/O BENEFICIOS PARA LOS CUALES PUEDA SER ELEGIBLE BAJO EL ASENTAMIENTO.

Nombre (Primer apellido): _____

Dirección postal actual: _____

Ciudad: _____ Estado: _____ Código Postal: _____

teléfono de contacto #: (____ ____) ____ ____ - ____ ____ (Es posible que nos comuniquemos con usted si se requiere más información.)

Al firmar a continuación, usted afirma que es miembro del grupo del acuerdo y que, bajo pena de perjurio, toda la información que proporcionó en este formulario de reclamación es verdadera y correcta a su leal saber y entender.

Firma: _____ Fecha: ____ / ____ / ____

El Administrador del Acuerdo revisará su Formulario de Reclamación; Es posible que deba presentar documentación adicional para validar su reclamo. Si es aceptado, se le enviará por correo un cheque por su Pago del Acuerdo. Este proceso lleva tiempo. Por favor sea paciente.

visite <https://ilymgroup.com/TargetGraphicsLTD> o llame (888) 250-6810

ILYM ID: <<ILYM ID>>

Target Graphics BIPA Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Postage Will
Be Placed Here
Prior To
Mailing

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

OUR RECORDS INDICATE YOU ARE OR HAVE BEEN EMPLOYED BY TARGET GRAPHICS IN
THE STATE OF ILLINOIS. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION
SETTLEMENT.

ILYM ID: <<ILYM ID>>

<<Name>>

<<Address>>

<< City>>, <<State>> <<Zip Code>>

EXHIBIT 3

Proposed Final Order and Judgment

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

PASCUAL CUAZITL, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

TARGET GRAPHICS, LTD.,

Defendant.

Case No.: 2023LA000208

Honorable Timothy J. McJoynt

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, a class action is pending before the Court entitled *Cuazitl v. Target Graphics, LTD.*, Case No. 2023LA000208; and

WHEREAS, Plaintiff Pascual Cuazitl (“Plaintiff”) and Defendant Target Graphics, LTD. (“Defendant” and together with Plaintiff, the “Parties”) have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”); and

WHEREAS, on September 27, 2023, the Court granted Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to 735 ILCS 5/2-801 of: “All individuals on the Settlement Class List who scanned their finger in Target Graphics’ timekeeping system in Illinois between November 28, 2017 to April 1, 2023 without first executing written consent. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (3) the legal representatives, successors or assigns of any excluded Persons;” and

WHEREAS, the Court has considered the Parties' Class Action Settlement Agreement, as well as Plaintiff's Unopposed Motion for Final Approval of the Settlement Agreement, Plaintiff's Unopposed Motion for Attorneys' Fees, Costs, Expenses, And Incentive Award, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on January 30, 2024, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class Members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval – including (i) direct notice to the Settlement Class via U.S. mail, based on the comprehensive Notice List provided by Defendant, and (ii) the creation of the Settlement Website – fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.
4. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to the Settlement Class Members is reasonable, and

in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arms'-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

5. The Court has specifically considered the factors relevant to class action settlement approval, 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 v. Korshak, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

6. The Court finds that the Class Representative and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

7. Accordingly, the Settlement Agreement is hereby finally approved in all respects.

8. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

9. This Court hereby dismisses the Action, as identified in the Settlement

Agreement, on the merits and with prejudice.

10. Upon the Effective Date of this Final Judgment, Plaintiff and each and every Settlement Class Member who did not exclude themselves from the Settlement Class, including the Releasing Parties shall be deemed to have released Defendant, as well as the Released Parties from all claims, liabilities, demands, causes of action, or lawsuits of the Plaintiff and Settlement Class Members, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in the action filed by Plaintiff relating in any way to the collection, storage, dissemination, and use of biometric identifiers and/or biometric information by and/or on behalf of Target Graphics, in connection with Plaintiff's and the Settlement Class's employment with Target Graphics.

11. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims.

12. The Court has also considered Plaintiff's Unopposed Motion For Attorneys' Fees, Costs, Expenses, And Incentive Award, as well as the supporting memorandum and declarations, and adjudges that the payment of attorneys' fees, costs, and expenses in the amount of \$56,960 is reasonable in light of the multi-factor test used to evaluate fee awards in Illinois. *See McNiff v.*

Mazda Motor of Am., Inc., 384 Ill. App. 3d 401, 407 (4th Dist. 2008). Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

13. The Court has also considered Plaintiff's Motion, memorandum of law, and supporting declarations for the Incentive Award to the Class Representative, Pascual Cuazitl. The Court adjudges that the payment the Incentive Award in the amount of \$5,000 to Mr. Cuazitl to compensate for the effort and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

14. All payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within ninety (90) days after the date of issuance shall revert to Target Graphics.

15. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

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

17. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

18. The Court notes that there have been no objections to the settlement. The Court notes that there is one request for exclusion by Michael Wolfe, who is excluded from and not

bound by the Settlement. The Court finds that there is no just reason to delay, and therefore directs the Clerk of Court to enter this Final Approval Order and Judgment as the judgment of the Court forthwith.

IT IS SO ORDERED, this _____ day of _____, 2024.

The Honorable Timothy J. McJoynt