

NOTICE OF CLASS ACTION SETTLEMENT

IF 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, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. You are not being sued. 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”). A proposed class action settlement has been reached in the case of *Pascual Cuazitl v. Target Graphics, LTD.*, Case No. 2023LA000208, pending in the Circuit Court of DuPage County, Illinois. On September 27, 2023, the Court preliminarily approved the settlement and, by agreement of the parties, certified this lawsuit to proceed as a class action for settlement purposes only. If, between November 28, 2017 to April 1, 2023, you used a hand or finger or biometric identifier or biometric information at Defendant’s facilities within Illinois and did not provide written consent in advance, you are a member of the Settlement Class. 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.. If you are a member of the Settlement Class, then you are entitled to compensation under the terms of the proposed Settlement.

This notice is to advise you of the terms of the proposed Settlement, and your rights in connection with it. This Notice contains only a summary of the Settlement Agreement. Your legal rights are affected whether you act or don’t act. **Read this notice carefully.**

The proposed settlement is not an admission of wrongdoing by Defendant, and Defendant denies that it violated the Illinois Biometric Information Privacy Act or any other law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and distraction of litigation, the parties have agreed to settle the lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY FEBRUARY 29, 2024	Members of the Settlement Class can choose to submit a claim to receive a Settlement Payment. This is the only way to receive a payment.
ASK TO BE EXCLUDED FROM THE CLASS BY DECEMBER 26, 2023	If you choose to exclude yourself (opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Defendant regarding the allegations in this case ever again.
OBJECT BY DECEMBER 26, 2023	If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court, and send a copy of your objection to the attorneys for all Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, you must also appear at the Final Approval Hearing, in-person or through counsel, to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate.
DO NOTHING	You will be included in the Settlement Class, but receive no benefits. You will be bound by the Court’s judgment of dismissal, and release claims against Defendant and Released Parties relating to the claims in this case.

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. **Please be patient.**

BASIC INFORMATION

1. Why was this Notice issued?

You received postcard notice of this Settlement because records show that, between November 28, 2017 to April 1, 2023, you may have used a hand or finger or biometric identifier or biometric information at Defendant’s facilities within Illinois and did not provide written consent in advance. If you did, you are a member of the Settlement Class and you are entitled to receive Settlement benefits if you submit an Approved Claim 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.

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Pascual Cuazitl) sue on behalf of a group or a “class” of people who have similar claims. In a class action, one court resolves the issues for all class members, except for those who exclude themselves from the Class. The parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action for settlement purposes only.

3. What is this lawsuit about?

The lawsuit alleges that the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, and/or disclosing biometric identifiers and/or biometric information, alleged to include finger scans, of an individual without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated the BIPA as described above.

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 for settlement purposes only and only if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

The Parties (Plaintiffs and Defendant) and Class Counsel (identified below) are not aware that any biometric identifiers or information have been compromised, breached, or hacked. Defendant has denied and continues to deny wrongdoing or liability under the statute for the allegations in the lawsuit and has denied that any data collected by its timekeeping system has been compromised, breached, or hacked.

4. Why is there a Settlement?

To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to a Settlement. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The issuance of this Notice is not an expression of the Court’s opinion on the merit or the lack of merit of the Representative Plaintiff’s claims or the defenses in the lawsuit. Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

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

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The following **Settlement Class** has been conditionally certified by the Court for settlement purposes only:

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.

You will be considered a member of the Settlement Class unless you timely file a valid Opt-Out. **To receive any compensation, you must submit a valid Claim Form.**

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has agreed to create a total Settlement Fund of \$142,400.00. If the Settlement is approved, each Settlement Class Member who submits an Approved Claim will be entitled to a cash payment from the Settlement Fund as more fully described in the Settlement Agreement. For those Settlement Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, including the costs of the other expenses to be paid from the Settlement Fund.

The Settlement Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay settlement distributions directly to each eligible Class Member who timely returns a completed valid Claim Form and who does not actively remove himself or herself from the Class and who otherwise qualifies for a payment of approximately \$384.00 per class member after the deduction of attorneys' fees, costs, and Plaintiff's incentive award.

A copy of the Settlement Agreement can be found at the following: <https://ilymgroup.com/TargetGraphicsLTD>

7. How can I get a payment from the Settlement?

If you are a member of the Settlement Class, you must submit a timely and properly completed Claim Form postmarked **no later than February 29, 2024** to receive a Settlement Payment. If you are a member of the Settlement Class, you should have received a Claim Form in the mail as a postcard. If you did not receive a Claim Form in the mail and you believe you are a member of the Settlement Class, you can request a paper copy of the Claim Form to be sent to you, call toll free, (888) 250-6810.

8. When will I get my payment?

The Final Approval Hearing is scheduled for January 30, 2024. The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid, if eligible, within 10 calendar days after the Effective Date of the Settlement. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

All checks will expire and become void 90 days after they are issued.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If the Court approves the proposed Settlement and the Settlement becomes final, the Court will enter a judgment that will dismiss the Action with prejudice on the merits as to all members of the Settlement Class who do not exclude themselves by timely submitting a valid Opt-Out. This means that members of the Settlement Class who do not exclude themselves will be barred from bringing their own lawsuits for recovery against Defendant and Released Parties based on, related to the Released Claims. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the website identified above. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully.

10. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment of dismissal, and release claims against Defendant and Released Parties relating to the claims in this case.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Beaumont Costales, LLC to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of 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.

12. How will the lawyers be paid?

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than 40% of the Settlement Fund, plus reimbursement of reasonable costs and expenses, though the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representative will seek to be paid up to \$5,000 from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from of the Settlement?

If you do not want to be legally bound by the Settlement, you must exclude yourself by mailing your written request for exclusion to the Settlement Administrator, ILYM Group, at the address listed below, postmarked on or before the deadline. Your written request for exclusion must be signed and identify the name of the case and case number, *Cuazitl v. Target Graphics, LTD.*, Case No. 20L1010, include your full name, current address, telephone number, and a statement that you wish to be excluded from the Settlement. If you exclude yourself, you will not receive any benefits from this Settlement, but you will not release any claims you may have against Defendant.

You must mail or deliver your exclusion request postmarked no later than **December 26, 2023** to:

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

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

No. Unless you exclude yourself, you give up any right to sue Defendant and the Released Parties for the Released Claims.

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

No. If you exclude yourself, you will not any benefits from the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement. If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court of the Circuit Court of DuPage County, Illinois, 505 N. County Farm Rd., Wheaton, Illinois 60187. Any objection to the proposed Settlement must include: (i) the Settlement Class Member's full name, address, and current telephone number; (ii) the case name and number of the state court action; (iii) the date range during which the Settlement Class Member was employed by Defendant; (iv) information or documents sufficient to allow the Parties to confirm that the objector is a Settlement Class Member; (v) all grounds for the objection, with specific factual and legal support for the stated objection, including any supporting materials; (vi) if applicable, the identification of any other objections the Settlement Class Member has filed, or has had filed on their behalf, in any other class action cases in the last four years; (viii) a list of all exhibits and witnesses the objector may introduce into evidence or call to testify at the Final Approval Hearing; and (ix) the objector's signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **December 26, 2023**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

You must also mail or deliver a copy of your objection to Class Counsel and Defendant's Counsel listed below postmarked no later than **December 26, 2023**.

Court	Class Counsel	Defendant's Counsel
Circuit Court of DuPage County 10 Public Square, Wheaton, Illinois 60187	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

Any Settlement Class Member objector who has filed and served a timely written objection in accordance with this Section must also appear at the Final Approval Hearing either in person or through counsel hired by the objector. No objector may appear at the Final Approval Hearing unless he/she/they has filed a timely objection that complies with the procedures provided in this Section.

THE COURT'S FINAL APPROVAL HEARING

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

The Court has already granted preliminary approval of the 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. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an Incentive Award to the Class Representative. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

You are **not** obligated to attend this hearing unless you object to the Settlement. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense.

The hearing may be postponed to a different date or time without notice.

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

GETTING MORE INFORMATION

21. How do I update my Address?

You can notify the Settlement Administrator of any changes in your mailing address so that your Settlement Payment will be sent to the correct address. To update your address, contact ILYM Group, Inc. as listed below.

22. Where do I get more information?

This Notice only summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at <https://ilymgroup.com/TargetGraphicsLTD>. You may also write with questions to ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. You can call the Settlement Administrator at (888) 250-6810 or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

Please do not contact the Court Clerk, the Judge, Defendant's Counsel, or Defendant; they are not in a position to give you any advice about the Settlement.