

***Heidelberg v. Forman Mills Inc.,***  
**Circuit Court of Cook County, Illinois**  
**Case No. 2020 CH 04079**

**If you were employed by Defendant Forman Mills, Inc. (“Forman Mills”) at any of its Illinois location between May 5, 2015 and September 1, 2020 and were required by Forman Mills to scan your finger or hand for timekeeping purposes, you may be entitled to benefits under a class action lawsuit.**

*The Circuit Court of Cook County authorized this Notice. This is not a solicitation from a lawyer.*

- **A proposed Settlement will provide \$2,387,325.00 (the “Settlement Funds”) to fully settle and release claims of the following individuals:**

The approximately 3,435 individuals employed by Defendant Forman Mills Inc. in the State of Illinois who logged onto, interfaced with, or used any software, systems, or devices that used the individual’s finger, hand, or any biometric identifier of any type (“Biometric Systems”) at a Forman Mills location in Illinois between May 5, 2015 and September 1, 2020.

- The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.
- **Forman Mills denies Plaintiff’s allegations and deny any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or Forman Mills’ defenses. By entering into the Settlement, Forman Mills has not conceded the truth or validity of any of the claims against it.**
- **The Settlement Funds shall be used to pay amounts related to the Settlement, including awards to Settlement Class (“Settlement Award Checks”), attorneys’ fees and costs to attorneys representing Plaintiff and the Settlement Class (“Class Counsel”), any service award for Plaintiff and the costs of notice and administration of the Settlement. Class Counsel estimates that Settlement Class members will receive approximately \$400. (“Settlement Award Checks”).**
- **Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>EXCLUDE YOURSELF OR “OPT-OUT” OF THE SETTLEMENT</b>	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Forman Mills or other released parties related to a released claim. The deadline for excluding yourself is July 10, 2023.
<b>OBJECT TO THE SETTLEMENT</b>	If you wish to object to the Settlement, you must write to the Court about why you believe the Settlement is unfair in any respect. The deadline for objecting is July 10, 2023.
<b>DO NOTHING</b>	If you do nothing, you will still receive a payment from the Settlement and give up your rights to sue Forman Mills or any other released parties related to a released claim.
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the Settlement. To speak at the Final Approval Hearing, you must file a document which includes your name, address, telephone number and your signature with the Court, which must also state your intention to appear at the Final Approval Hearing. This must be filed no later than July 10, 2023.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments (*i.e.*, Settlement Award Checks) will be disbursed if the Court approves the Settlement and after any appeals are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the putative class action lawsuit entitled *Heidelberg v. Forman Mills Inc.*, filed in the Circuit Court of Cook County, Chancery Division, Case No. 2020-CH-04079. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

### 2. What does it mean if I received a postcard about this Settlement?

If you received a postcard describing this Settlement, it is because Forman Mills' records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

The approximately 3,435 individuals employed by Defendant Forman Mills Inc. in the State of Illinois who logged onto, interfaced with, or used any software, systems, or devices that used the individual's finger, hand, or any biometric identifier of any type ("Biometric Systems") at a Forman Mills location in Illinois between May 5, 2015 and September 1, 2020 without first giving written consent.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Illinois Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

### 3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiff Porchia Heidelberg) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims Forman Mills violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain its employees' informed written consent before collecting, capturing, or otherwise obtaining their biometric data in connection with Forman Mills' timekeeping system; and (2) implement and adhere to a written policy for permanently destroying Forman Mills' employees' biometric data. Forman Mills denies these allegations and any wrongdoing. The Court has conditionally certified a class action for Settlement purposes only. The Honorable Joel Chupack is presiding over this action.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Forman Mills. Instead, the parties agreed to this Settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiff and Class Counsel think the Settlement is best for all persons in the Settlement Class.

## WHO IS IN THE SETTLEMENT CLASS?

### 5. How do I know if I am a part of the Settlement class?

The Court has certified a class action for Settlement purposes only. The Settlement Class is defined as:

The approximately 3,435 individuals employed by Defendant Forman Mills Inc. in the State of Illinois who logged onto, interfaced with, or used any software, systems, or devices that used the individual's finger, hand, or any biometric identifier of any type ("Biometric Systems") at a Forman Mills location in Illinois between May 5, 2015 and September 1, 2020 without first giving written consent.

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, [www.Formansettlement.com](http://www.Formansettlement.com), you may write to the Settlement Administrator at Forman Mills BIPA Settlement, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.

## THE LAWYERS REPRESENTING YOU

### 6. Do I have lawyers in this case?

The Court has appointed the law firms of Keogh Law, Ltd., as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

### 7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to forty percent (40%) of the Settlement Fund, or \$954,930 for attorneys' fees, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of \$10,000 to Plaintiff for her services as Class Representative if permitted by law. The Court may award less than these amounts.

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 8. What does the Settlement provide?

**Settlement Fund.** Forman Mills will pay \$2,387,325.00 into a fund (the "Settlement Funds"), which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys' fees and expenses to Class Counsel in an amount up to forty percent (40%) of the Settlement Fund, plus expenses, as approved by the Court; (3) service award to the Plaintiff, Porchia Heidelberg, in an amount not to exceed \$10,000, if permitted by law and approved by the Court; and (4) the costs of notice and administration of the Settlement.

**Cash Payments.** All Settlement Class Members will receive a cash payment, so long as their last known address can be determined.

### 9. How much will my payment be?

Class Counsel estimates your share of the Settlement Fund will be approximately \$400. **This is an estimate only. The final cash payment amount will depend on the costs of notice and administration, as well as the reasonable costs, attorney's fees, and incentive award approved by the Court.**

## **10. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class and will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Forman Mills or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Forman Mills and all other Released Parties, as defined in the Settlement Agreement, from any and all claims that arise from your use of any software, systems, or devices that scan your finger, hand, or any biometric identifier of any type.

In summary, the Release includes all claims of any kind, whether known or unknown, that were asserted in the Action, or that could have been asserted in the Action based on the facts alleged in Plaintiff's Amended Class Action Complaint, including, but not limited to, claims arising under BIPA or any other similar state, local, or federal law, regulation, or ordinance, or common law, regarding the use, collection, capture, receipt, maintenance, storage, transmission, or disclosure of biometric identifiers and/or biometric information.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

## **HOW TO OBTAIN A PAYMENT**

### **11. How can I get a payment?**

There is nothing you need to do to obtain a payment from the Settlement. Your portion of the Settlement Funds will be sent to your last known address.

## **WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?**

### **12. When would I receive a Settlement payment?**

The Court will hold a hearing on August 22, 2023 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who declines to exclude themselves will be informed of the progress of the Settlement through information posted on the Settlement Website at [www.Formansettlement.com](http://www.Formansettlement.com). Please be patient.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **13. How do I get out of the Settlement?**

If you want to keep the right to sue, or continue to sue Forman Mills or a Released Party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Claim

Filing/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Claim Filing/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the Forman Mills BIPA Settlement, and understand that by doing so I will not be entitled to receive any of the benefits from the Settlement." No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

**To be valid, you must mail your exclusion request postmarked no later than July 10, 2023 to the Settlement Administrator at Forman Mills BIPA Settlement, c/o Kroll Settlement Administration, PO Box 5324, New York, NY 10150-5324.**

**14. If I do not exclude myself, can I sue Forman Mills for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Forman Mills or any Released Parties for the claims that this Settlement resolves.

**15. If I exclude myself, can I get a benefit from this Settlement?**

No. If you exclude yourself, you will not receive a Settlement payment and you cannot object to the Settlement.

**OBJECTING TO THE SETTLEMENT**

**16. How do I tell the Court that I do not think the Settlement is fair?**

If you are in the Settlement Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, or the award of any attorneys' fees and expenses, and/or any proposed service award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, the written objection must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position.

**To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than July 10, 2023.**

For Plaintiff:  
Keith J. Keogh  
Gregg M. Barbakoff  
KEOGH LAW, LTD.  
55 Monroe St., 3390  
Chicago, IL 60603

For Defendant:  
J. Hayes Ryan  
Gordon Rees Scully Mansukhani, LLP  
1 N. Franklin St., Ste. 800  
Chicago, IL 60606

**17. What is the difference between objecting and excluding yourself?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**IF YOU DO NOTHING**

**18. What happens if I do nothing at all?**

If you do nothing, you will still receive a payment from the Settlement and give up your rights to sue Forman Mills or any other released parties related to a released claim. For information relating to what rights you are giving up, see Question 9.

**THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing at 9:30 a.m. CT on August 22, 2023, in Courtroom 2809, in the Circuit Court of Cook County, 50 W. Washington, Chicago, Illinois 60602. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

**20. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 15 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than July 10, 2023. You cannot speak at the hearing if you exclude yourself from the Settlement.

**GETTING MORE INFORMATION**

**22. How do I get more information?**

This Notice is only a summary of the proposed Settlement. You can get a copy of the Settlement Agreement by visiting the Settlement Website, [www.Formansettlement.com](http://www.Formansettlement.com). You can also call Class Counsel with any questions at 866.726.1092.

**DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, FORMAN MILLS, OR FORMAN MILLS'S COUNSEL ABOUT THE SETTLEMENT.**