

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Saroya Roberson, et al. v. Maestro Consulting Services, LLC, et al.
United States District Court for the Southern District of Illinois
Case No.: 3:20-cv-895
Chief Judge Nancy J. Rosenstengel

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.

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

I. What is this Notice?

This is a court-authorized notice of a proposed settlement (the “Settlement” or “Settlement Agreement”) in the class action lawsuit, *Saroya Roberson, et al. v. Maestro Consulting Services, LLC, et al.*, Case No.: 3:20-cv-895 (the “Litigation”), pending in the United States District Court for the Southern District of Illinois, Chief Judge Nancy J. Rosenstengel presiding (the “Court”). The Settlement would resolve the Litigation on behalf of all persons who were non-union employees at the time they used a finger or hand scan timekeeping device at one or more of the Symphony Facilities located in Illinois from August 17, 2012, through the present but who did not execute a release and receive notice pursuant to the Illinois Biometric Information Privacy Act (“BIPA”) on or before their first date of use (the “Settlement Class”). The Symphony Facilities that are involved in this Settlement Agreement are listed on the attached Exhibit A.

On August 5, 2024, the Court granted preliminary approval of the Settlement Agreement and directed that this Notice be distributed to members of the Settlement Class. A final settlement hearing will be held in the United States District Court for the Southern District of Illinois on November 13, 2024, to determine whether the settlement should be granted final approval. This Notice explains the nature of the Litigation, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

II. What is the Litigation about?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from collecting, capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information of another individual for any purpose without first providing such individual with certain written disclosures and obtaining written consent. The Litigation alleges that Defendants violated BIPA by requiring certain current and/or former non-union employees to submit their biometric identifiers and/or biometric information without first providing the requisite disclosures or obtaining the requisite consents. For their part, Defendants deny each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the Litigation were to proceed through trial.

III. Why is this a Class Action?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who he or she believes has similar claims. All these people together are a purported “Class” or purported “Class Members.” When a class action is settled, the settlement, which must be approved by the court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement.

The Class Representatives who filed the Litigation (“Class Representatives” or “Plaintiffs”) include Ms. Saroya Roberson; Ms. Nicholle Headley; and Ms. Olabisi Bodunde, all three of whom were non-union employees at one of the Symphony Facilities listed on the attached Exhibit A (“Class Representatives” or “Plaintiffs”).

IV. Why is there a Settlement?

To resolve the Litigation without the expense, delay, and uncertainties of further litigation, the Plaintiffs and Defendants (collectively, the “Parties”) have reached a settlement, which resolves all claims by the Settlement Class related to the use of biometric identifiers and/or biometric information at Symphony Facilities in Illinois. If approved by the Court, the Settlement Agreement requires the Defendants to create a settlement fund, which will then be used to pay valid claims by the Settlement Class, settlement administration expenses, attorneys’ fees and costs to the attorneys who filed the Litigation on behalf of the Plaintiffs (“Class Counsel”), and a service award to the Class Representatives named above. The Settlement is not an admission of wrongdoing by the Defendants and does not imply that Defendants violated the law.

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

V. Who is in the Settlement Class?

You are a member of the Settlement Class if you were a non-union employee at one or more of the Illinois Symphony Facilities listed on the attached Exhibit A at the time you used a finger or hand scan timekeeping device but did not execute a release and receive notice pursuant to the Illinois Biometric Information Privacy Act (“BIPA”) on or before the first date of such use from August 17, 2012, through the present. If you meet this description, then you are a Settlement Class Member unless you decide to timely exclude yourself from the Settlement.

VI. What are my options?

A. Do Nothing

If you do nothing, you will receive a pro rata cash payment from the Net Settlement Fund, which is the Gross Settlement Fund less attorneys’ fees and costs, administration costs, and incentive awards.

B. Exclude Yourself

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, you will not release any claims you may have against Defendants and the Released Parties (as defined in the Settlement Agreement), and you will be free to pursue whatever legal rights you may have, if any, by pursuing your own lawsuit against Defendants at your own risk and expense. To exclude yourself from the Settlement, you must return a signed opt-out form to the Settlement Administrator either via U.S. Mail at MCS BIPA Settlement, PO Box 2007, Chanhassen, MN 55317-2007, or via email to MCSBIPASettlement@noticeadministrator.com. The opt-out form must be postmarked no later than **October 24, 2024**.

C. Object to the Settlement

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the United States District Court for the Southern District of Illinois, 750 Missouri Avenue, East St. Louis, Illinois 62201. The objection must be received by the Court no later than **October 24, 2024**. You must also send a copy of your objection to the attorneys for all Parties to the Litigation, identified in Sections XI and XII below, and the Settlement Administrator at MCS BIPA Settlement, PO Box 2007, Chanhassen, MN 55317-2007. The objection must be postmarked no later than **October 24, 2024**. Any objection must state: (a) your full name, address and current telephone number; (b) the case name and number of the Litigation; (c) a statement confirming information to verify you are a Settlement Class Member; (d) all grounds for objection, with factual and legal support for the stated objection, including any supporting materials or documents; and (e) the identification of any other objections you have filed, or had filed on your behalf, in any other class action cases in the last four years. You must sign the objection(s). 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 **October 24, 2024**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be held on November 13, 2024, in Courtroom 3 of the United States District Court for the Southern District of Illinois, 750 Missouri Avenue, East St. Louis, Illinois 62201, in person or through counsel to show cause of why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representatives are required to state in their written objection(s) their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

For more information on how to request exclusion from the Settlement Class or file an objection, please visit the Settlement Website, www.MCSBIPASettlement.com.

VII. What does the Settlement provide?

Cash Payments. The Defendants have agreed to create a Gross Settlement Fund of \$2,800,000.00 (the "Gross Settlement Fund") for the Settlement Class. Of that \$2,800,000.00, all Settlement Class Members who do not opt out are entitled to receive pro rata payments from the Gross Settlement Fund, after deductions for attorneys' fees and costs, administration costs, and incentive awards. Each Settlement Class Member remains personally responsible for ensuring the proper payment of all taxes due, as determined by the applicable taxing authority.

If the Settlement is approved, the Settlement Administrator will issue a check to each Settlement Class Member within 45 days following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 75 days after they are issued if they are not cashed. Depending on the number of checks cashed by the Settlement Class Members, there may be a second pro rata payment to such Class Members who cashed the first check payment. Additionally, the attorneys who brought the Litigation will ask the Court to award them attorneys' fees of up to 39% of the Gross Settlement Fund, plus reasonable costs, for the substantial time, expense and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The three named Class Representatives will also apply to the Court for a payment of up to \$10,000.00 for their time, effort and service in this matter.

VIII. What rights am I giving up in this Settlement?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against the Defendants and any other Released Parties (as defined in the Settlement Agreement), relating to all claims, liabilities, demands, debts, costs, expenses, causes of action, lawsuits, and damages of whatever kind or nature of the Plaintiffs and Settlement Class Members, whether known or unknown, filed or unfiled, asserted or unasserted, existing or contingent, 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, which relate to the claims in the Litigation or could have been brought in the Litigation or any other actions filed (or to be filed) by

Plaintiffs and Settlement Class Members against Released Parties whatsoever arising out of, or related in any way to or connected with (1) the alleged possession, collection, capture, purchase, transmission, conversion, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, protection from disclosure or other use of alleged biometric information or biometric identifiers in connection with the Settlement Class Members' finger-scanning technology on any and all biometric timeclocks used by Defendants or the Released Parties, including, but not limited to, claims arising out of the Illinois Biometric Information Privacy Act, 740 ILCS 14/10, *et seq.*, ("BIPA") or any other federal, state, or local statute, regulation, or common law; (2) any claims arising under BIPA related to Defendants or the Released Parties; and (3) any claims which were or could have been brought in the Litigation or that could have been brought against any of the Released Parties based on the allegations in the Litigation or similar allegations, including, but not limited to, any tort or privacy claims. "Released Claims" includes, without limitation, statutory, constitutional, contractual, and common law claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law.

The information provided in this Class Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this Settlement, and all such terms, including the releases that will bind you as a Settlement Class Member if you do not opt out, are set forth fully in the Settlement Agreement that is on file with the Court and can be found at www.MCSBIPASettlement.com. If you have any questions, you can talk for free to the Class Counsel identified below, to the Settlement Administrator at 866-825-1028, or you are welcome to talk to any other lawyer of your choosing at your own expense.

IX. When will I be paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval of the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.MCSBIPASettlement.com, or you can contact Class Counsel at the information provided below.

X. When will the Court rule on the Settlement?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the class for settlement purposes, and hear any objections and arguments to the Settlement Agreement, as well as any requests for an award of attorneys' fees, costs, and expenses, and the Class Representatives' service awards that are being sought by Class Counsel. The Court will hold the Final Approval Hearing on November 13, 2024, in Courtroom 3 of the United States District Court for the Southern District of Illinois, 750 Missouri Avenue, East St. Louis, Illinois 62201.

If the Settlement Agreement is given final approval, the Court will not make any determination as to the merits of the claims against the Defendants or their defenses to those claims. Instead, the Settlement Agreement's terms will take effect and the Litigation will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and certain resolution to the Litigation in a manner that provides specific and valuable benefits to the members of the Settlement Class.

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

XI. Who represents the Class?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

John J. Driscoll
THE DRISCOLL FIRM, LLC
documents@jjlegal.com
1311 Avenida Juan Ponce de Leon, 6th Floor
San Juan, PR 00907
Phone: (618) 444-6049
Fax: (314) 932-3233

XII. Who represents the Defendants?

The following attorneys represent the Defendants named in the Litigation. If you intend to object to the Settlement, you must provide notice to the following attorneys, in addition to Class Counsel and the Settlement Administrator:

Michael Jacobsen/Paul Yovanic
Seyfarth Shaw LLP
233 South Wacker Drive
Suite 8000
Chicago, Illinois 60606-6448

XIII. Where can I get additional information?

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.MCSBIPASettlement.com. If you have any questions, you can also call the Settlement Administrator at 1- 866-825-1028. In addition to the documents available on the case website, all pleadings and documents filed with the Court may be reviewed or copied at the Office of the Clerk of the United States District Court for the Southern District of Illinois, 750 Missouri Avenue, East St. Louis, Illinois 62201.

Please do not call the Judge, the Clerk of Court, or Defendants' Counsel about this case. They will not be able to give you advice on your options.

Dated: September 9, 2024

By Order of the United States District Court
for the Southern District of Illinois.