

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

JOE FISHER, individually and on behalf  
of all others similarly situated,

*Plaintiff,*

v.

HP PROPERTY MANAGEMENT LLC and  
MARCON INTERNATIONAL, INC. d/b/a  
KEYPER SYSTEMS,

*Defendants.*

Case No. 19-CH-14082

Judge Anna H. Demacopoulos

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiff Joe Fisher (“Plaintiff”), for himself individually and on behalf of the Settlement Class, and Defendant Marcon International, Inc. d/b/a KEYper Systems (“KEYper” or “Defendant”) (Plaintiff and Defendant are referred to separately as “Party” and collectively as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the following terms and conditions, and subject to the approval of the Court.

**RECITALS**

A. On December 6, 2019, Plaintiff filed a putative class action complaint against HP Property Management LLC, Pioneer Acquisitions LLC, and Assa Abloy Inc. in the Circuit Court of Cook County, Illinois, alleging violations of the Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* Plaintiff alleged that Defendants collected, possessed and stored his and other similarly-situated individuals’ biometric identifiers and/or biometric information without

complying with BIPA's requirements when individuals scanned their fingers on biometric key dispensing cabinets manufactured and sold by KEYper.

B. On April 28, 2020, Plaintiff filed his First Amended Complaint dismissing Assa Abloy Inc. from the action and naming KEYper as a Defendant.

C. On July 6, 2020, KEYper filed a Section 2-619.1 motion to dismiss Plaintiff's complaint, which the Court denied on November 19, 2020.

D. On December 21, 2020, KEYper petitioned under S. Ct. R. 306(a)(3) for interlocutory appeal of the Court's order denying its motion to dismiss with respect to personal jurisdiction. The Appellate Court of Illinois for the First Judicial District granted KEYper's petition on February 25, 2021.

E. The Parties briefed and argued the appeal, and on November 29, 2021, the Appellate Court affirmed the decision of the circuit court.

F. KEYper filed its answer and affirmative defenses to Plaintiff's complaint, asserting fifteen affirmative defenses on March 1, 2022.

G. Following KEYper's answer, the Parties engaged in written discovery. On March 30, 2022, Plaintiff issued written discovery requests to KEYper. KEYper produced its initial written responses on June 8, 2022. KEYper issued its first written requests to Plaintiff on May 18, 2022, and Plaintiff produced his written responses on July 1, 2022.

H. Amid discovery, the Parties agreed that a mediation would be productive. The Parties participated in a full-day mediation with Hon. Morton Denlow (Ret.) of JAMS, an experienced BIPA mediator, on March 21, 2023. As a result of the mediation, the Parties reached agreement on the major terms of a class settlement and executed a binding Term Sheet late that evening.

I. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and KEYper's potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that he would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that he would have prevailed on the merits at summary judgment or at trial.

J. However, Plaintiff and Class Counsel recognize KEYper has raised factual and legal defenses in the Action that presented a significant risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Plaintiff and Class Counsel have also considered the uncertain outcome and risks of any litigation, especially in complex actions, as well as difficulty and delay inherent in such litigation.

K. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice pursuant to the terms and conditions set forth in this Settlement Agreement.

L. KEYper denies the material allegations in the Action, as well as all allegations of wrongdoing and liability, including that it is subject to, or has violated, BIPA, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, KEYper has similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's

claims for statutory damages under BIPA. KEYper thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class.

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

## AGREEMENT

### 1. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, No. 2019 CH 14082 (Cir. Ct. Cook Cty.).

1.2 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and the attached Exhibits.

1.3 “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

1.4 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later

than ninety (90) calendar days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

1.5 “**Claim Form**” means the document substantially in the form attached hereto as Exhibit B, as approved by the Court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name and (ii) current U.S. Mail address and will provide the option for them to provide their (iii) current contact telephone number and e-mail address. The Claim Form will not require notarization but will require affirmation that the information supplied is true and correct. The online Claim Form will provide Class Members with the option of having their Settlement Payment transmitted to them electronically through Venmo, Zelle, Paypal, or a check. Class Members who submit a paper Claim Form that is approved will be sent a check via U.S. Mail.

1.6 “**Class Counsel**” means attorneys Teresa M. Becvar and Ryan F. Stephan of Stephan Zouras, LLP.

1.7 “**Class List Determination Date**” means the date upon which a final determination of the Class List is reached as described in Section 7.2(f).

1.8 “**Class Representative**” or “**Plaintiff**” means the named Plaintiff in the Action, Joe Fisher.

1.9 “**Court**” means the Circuit Court of Cook County, Chancery Division, the Honorable Anna H. Demacopoulos presiding, or any judge who shall succeed her as the Judge assigned to the Action.

1.10 “**Defendant**” or “**KEYper**” means Marcon International, Inc. d/b/a KEYper Systems.

1.11 “**Defendant’s Counsel**” or “**KEYper’s Counsel**” means attorneys Debra Bernard and Calvin Cohen of Perkins Coie LLP.

1.12 “**Effective Date**” means one business day following the date on which the Final Approval Order has been entered on the docket, or if a timely objection has been submitted, on the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, 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 petitions 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 (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

1.13 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the

Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.14 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

1.15 “**Final Approval Hearing**” means the hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and approving the Fee Award and the Service Award to the Class Representatives. The Final Approval Hearing may be held by videoconference.

1.16 “**Final Approval Order**” means the final approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice.

1.17 “**Illinois KEYper Customers**” means all entities who, according to KEYper’s records, purchased a KEYper biometric device in the State of Illinois and had finger-scan data hosted by KEYper or its authorized vendors during the period from December 6, 2014 and the date the Court enters the Preliminary Approval Order.

1.18 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process, and is substantially in the form of Exhibit A attached hereto.

1.19 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class and shall be a date no later than fourteen (14) calendar days after the Class List Determination Date.

1.20 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date ninety (90) calendar days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.21 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.22 “**Proprietary Information**” means information that identifies or that could identify Illinois KEYper Customers or individual class members obtained by KEYper.

1.23 “**Released Claims**” means any and all claims, suits, actions, controversies, demands, and/or causes of action against KEYper related to BIPA, including, but not limited to, any claims arising out of BIPA, tort or privacy claims, or any other federal, state, or local statute, regulation, or common law, arising out of or related to the alleged possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, re-disclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric information or biometric identifiers relating to a KEYper biometric device.

1.24 “**Released Parties**” means Marcon International, Inc. d/b/a KEYper Systems, including its agents, subsidiaries and parents and their respective managers, employees, officers, directors, partners, members, owners, heirs, executors, predecessors, successors, assigns, insurers, agents, and attorneys. Released Parties expressly excludes third parties, including but not limited



to all Illinois KEYper Customers as defined herein, even if such customer would fall within this definition.

1.25 “**Releasing Parties**” means Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents.

1.26 “**Service Award**” means the amount to be paid to Plaintiff, subject to approval of the Court, as payment for his efforts for the benefit of the Class, including assisting Class Counsel with the prosecution of the Action.

1.27 “**Settlement**” means the final resolution of the Action as embodied by the terms and conditions of this Settlement Agreement.

1.28 “**Settlement Administration Expenses**” means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, dispersing Settlement Payments, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.29 “**Settlement Administrator**” means P&N Consulting, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, receive and process opt-outs, send Settlement Payments to Settlement Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.30 “**Settlement Class**” means all individuals who scanned their fingers using a KEYper biometric device in the State of Illinois and whose finger-scan data was hosted by KEYper or its authorized vendors from December 6, 2014 and the date the Court enters the Preliminary Approval Order.

Excluded from the Settlement Class are: (1) any Judge presiding over this action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, insurers and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the class, (4) the legal representatives, successors or assigns of any such excluded persons, and (5) individuals who only scanned at (i) a State or local government agency contractor, subcontractor, or agent of a State or local government agency while working for such State agency or local unit of government; (ii) a banking institution subject to Title V of the federal Gramm-Leach Bliley Act of 1999; or (iii) a court of Illinois, a clerk of the court, or any judge or justice thereof.

1.31 **“Settlement Class List”** or **“Class List”** means the list obtained and compiled from Illinois KEYper Customers by KEYper or Class Counsel and provided to the Settlement Administrator containing a list of all names, last known U.S. mailing addresses, and personal e-mail addresses (where available) of all persons in the Settlement Class for whom KEYper or Class Counsel was able to obtain such information pursuant to the process outlined in Section 7.2.

1.32 **“Settlement Class Member”** or **“Class Member”** means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

1.33 **“Settlement Fund”** means the non-reversionary cash fund that shall be established by Defendant in the amount of Seven Million Two Hundred Ninety-Three Thousand Four Hundred and Forty Dollars (\$7,293,440.00). Within fourteen (14) calendar days of the entry of the Preliminary Approval Order, KEYper or any other party on behalf of KEYper, shall deposit Five Hundred Thousand Dollars (\$500,000.00) into the Escrow Account for the purpose of funding Settlement Administration Expenses. Within fourteen (14) calendar days of the Effective Date,

KEYper shall transmit the remaining balance of the Settlement Fund to the Escrow Account. In no circumstance shall the Settlement Fund be less than \$7,293,440.00.

Subject to confirmatory discovery and potential upward adjustment as set forth in Sections 7.2-7.3, the Settlement Fund shall satisfy all monetary obligations of Defendant under this Settlement Agreement, including the Fee Award, litigation costs, Settlement Administration Expenses, payments to the Settlement Class Members, any Service Award, and any other payments or other monetary obligations contemplated by this Agreement. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendant into the Escrow Account, or any interest earned thereon, revert to Defendant or any other Released Party.

1.34 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund less any Fee Award, litigation costs, Service Award to the Class Representative, and Settlement Administration Expenses.

1.35 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be [www.keyperbipasettlement.com](http://www.keyperbipasettlement.com), or such other URL as the Parties may subsequently agree to.

## **2. SETTLEMENT RELIEF**

### **2.1 Settlement Payments to Settlement Class Members.**

a. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be

entitled to a Settlement Payment.

b. The Settlement Administrator shall have sole and final authority for determining if Settlement Class Members' Claim Forms are complete, timely, and accepted as an Approved Claim.

c. Within twenty-eight (28) calendar days of the Effective Date, the Settlement Administrator shall send Settlement Payments from the Settlement Fund by electronic deposit or by check via First Class U.S. Mail to the account or address provided on the Approved Claim Form, as elected by the Class Member with an Approved Claim.

d. Each payment issued to a Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred and twenty (120) calendar days after the date of issuance.

e. In the event that an electronic deposit to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) calendar days to correct the problem.

f. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred twenty (120) calendar days after the date of issuance, or an electronic deposit is unable to be processed within one hundred twenty (120) calendar days of the first attempt, such funds shall be distributed as *cy pres* to a charitable legal aid organization that provides legal services to underserved communities, agreed upon by the Parties and approved by the Court.

g. Settlement Class Members may request replacement checks within the one hundred and twenty (120) calendar day period after initial issuance, but such checks will not extend the one hundred and twenty (120) calendar day check cashing period from the

date checks were originally issued.

h. In no event shall any amount paid revert to KEYper, except for a circumstance under which this Settlement Agreement is terminated pursuant to Section 7, and the Escrow Account established by the Settlement Administrator contains any portion of the Settlement Fund paid by KEYper. In that circumstance, such funds shall be returned to KEYper, after payment of any outstanding Settlement Administration Expenses.

2.2 **Prospective Relief.** In lieu of injunctive relief, KEYper shall provide a declaration to Class Counsel attesting that it has been informed by iDrive that the KEYper customer data has been destroyed by iDrive. In addition, KEYper shall notify its Illinois KEYper Customers that, to the extent they are using the biometric function of a KEYper device in Illinois, the Illinois KEYper Customer shall:

a. Establish a retention and destruction schedule that complies with BIPA and follow that schedule with timely data deletion;

b. Notify the subjects of collection, in writing, that finger-sensor data, which may be considered biometric information under BIPA, is being collected, stored, used, and disclosed by the Illinois KEYper Customer and/or KEYper;

c. Notify the subjects of collection, in writing, of the purposes and length of term that finger-sensor data is being collected, stored, used and disclosed; and

d. Obtain a written release for the collection, storage, use and disclosure by the Illinois KEYper Customer and by KEYper.

### 3. **RELEASE**

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed

to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

**4. NOTICE TO THE CLASS; RIGHTS TO OBJECT OR REQUEST EXCLUSION**

4.1 **Class List.** The Class List shall be determined by the process set forth in Section 7.2. All Illinois KEYper Customers' information provided to the Settlement Administrator from KEYper will be considered Proprietary Information and will not be shared with Class Counsel except as necessary to effectuate Notice.

4.2 **Methods and Form of Notice.** The Notice shall include the best notice practicable, including but not limited to:

a. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. mailing addresses of persons on the Class List 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 Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below.

b. *Direct Notice.* On or before the Notice Date, the Settlement Administrator shall send Notice via First Class U.S. Mail substantially in the form attached as Exhibit C and via e-mail (to those for whom a personal e-mail address is available and provided on the Class List) substantially in the form attached as Exhibit D to all persons in the Settlement Class. The Settlement Administrator is authorized to send up to three (3) reminder e-mails to each person on the Class List with an e-mail at the request of Class

Counsel. The reminder e-mails shall be substantially in the form of Exhibit D, with minor, non-material modifications to indicate that it is a reminder e-mail rather than an initial notice.

c. *Internet Notice.* On or before the Notice Date, the Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit A.

**4.3 Right to Object or Comment.** The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms. Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writings that the Settlement Class Member desires the Court to consider, (f) 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, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and e-mailed to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as

detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action in any other action or proceeding.

**4.4 Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) state the full name and current address of the person in the Settlement Class seeking exclusion; (c) contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, No. 2019 CH 14082 (Cir. Ct. Cook Cty.)”; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.



4.5 KEYper has the right to withdraw from the Settlement Agreement within ten (10) calendar days after the Settlement Administrator provides the list of timely and valid exclusions if more than 10% of the Settlement Class timely and validly requests to be excluded from the Settlement. In the event KEYper exercises its right to withdraw from the Settlement Agreement as provided herein, the settlement shall become null and void and the Parties will return to the *status quo ante*, as provided in Section 9.3 of this Settlement Agreement.

## **5. SETTLEMENT ADMINISTRATION**

### **5.1 Settlement Administrator's Duties.**

a. *Non-disclosure Obligation:* The Settlement Administrator shall enter into a non-disclosure agreement that provides that any and all Illinois KEYper Customers' information provided to the Settlement Administrator from KEYper will be considered Proprietary Information and will not be shared with Class Counsel except as necessary to effectuate notice, as provided in Section 4 of this Settlement Agreement.

b. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website.

c. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Notice as provided in Section 4 of this Settlement Agreement.

d. *Undeliverable Notice via U.S. Mail.* If any Notice sent via U.S. Mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform skip traces to attempt to obtain the most recent addresses for such Settlement Class members.

e. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's Counsel with information concerning the Notice, the number of Claim Forms received, the number of Approved Claims, any requests for exclusion, and any other updates on the status of the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Defendant's Counsel all of the Approved Claim Forms received by the Settlement Administrator at any time upon reasonable notice. The Settlement Administrator shall make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms for denied Claims received by the Settlement Administrator at any time upon reasonable notice. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of electronic payments unprocessed, and the amount distributed to the *cy pres* recipient.

f. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) calendar days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for

exclusion or other requests from Settlement Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

g. *Processing Claim Forms.* The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud, including by cross-referencing Approved Claims with the Class List. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Claims Deadline. In the event the Settlement Administrator does not receive such information within twenty-eight (28) calendar days after the Claims Deadline, then any such claim shall be denied. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

h. *Timing of Settlement Payments.* The Settlement Administrator shall make Settlement Payments contemplated in Section 2 of this Settlement Agreement to all Settlement Class Members within twenty-one (21) calendar days after the Effective Date.

i. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account and making any required “information returns” as that term is used in 26 U.S.C. § 1 *et seq.* Neither Class Counsel nor Defendant make any representations regarding the tax treatment of the Settlement Fund nor will Defendant accept any responsibility for the tax treatment to the Settlement Payments received by any Settlement Class Member.

## **6. PRELIMINARY APPROVAL AND FINAL APPROVAL**

6.1 **Preliminary Approval.** Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiff as the Class Representative of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under Illinois Code of Civil Procedure, 735 ILCS 5/2-801, for settlement purposes only;
- d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class; and
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class.

6.2 **Interim Status Conference.** One week prior to the Notice Date, the Parties will request that the Court schedule a status hearing to set the date for the Final Approval Hearing, at which time the Court will review comments and/or objections regarding this Settlement Agreement, consider its fairness, reasonableness and adequacy, consider the application for a Fee Award and Service Award to the Class Representative, and consider whether the Court shall enter a Final Approval Order approving this settlement Agreement and dismissing the Action with prejudice.

6.3 **Final Approval.** After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members;
- c. direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;
- d. declare the Settlement 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 all other Settlement Class Members against the Releasing Parties for the Released Claims;
- e. find that the Notice implemented pursuant to the Settlement 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 and their rights to object to or exclude themselves from this Settlement Agreement 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) fulfills the requirements of due process and the Illinois Code of Civil Procedure, 735 ILCS 5/2-801;

f. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

g. dismiss the Action with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

h. 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;

i. without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

**6.4 Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

**7. TERMINATION OF THE SETTLEMENT AGREEMENT, CONFIRMATORY DISCOVERY, & ADJUSTMENT OF THE SETTLEMENT FUND**

7.1 **Termination.** Subject to Section 9 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant's Counsel within ten (10) calendar days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the Court's refusal to enter a final judgment in this Action in any material respect; or (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

7.2 **Confirmatory Discovery.** KEYper has represented that there are approximately 18,944 persons in the Settlement Class through June 30, 2022. The size of the Settlement Class and Class List shall be confirmed through the following process:

a. *Illinois KEYper Customer Contact.* By no later than seven (7) calendar days after entry of the Preliminary Approval Order, KEYper will contact all Illinois KEYper Customers and request the names, last known U.S. mailing addresses, and personal e-mail addresses (where available) for all individuals in the Settlement Class. KEYper shall request that the Illinois KEYper Customers respond within forty-five (45) calendar days after entry of the Preliminary Approval Order. In the event that an Illinois KEYper Customer does not respond to the initial request, KEYper may contact that customer a second time to request the information and request a response on a timeframe consistent with this provision.

b. The Settlement Administrator will have access to all the information that KEYper obtains from the Illinois KEYper Customers to verify its receipt and to ask KEYper questions about the information. The Settlement Administrator and KEYper will execute a non-disclosure agreement that governs the protection of the information received from the Illinois KEYper Customers. The Parties must agree on the content of the non-disclosure agreement between the Settlement Administrator and KEYper, which must include that the Settlement Administrator will not share individual class member information or information that identifies the Illinois KEYper Customers with Plaintiff or Class Counsel but may share any other information necessary to describe the quantity, quality, or issues with the acquired information to Class Counsel as necessary to effectuate an accurate Settlement Class List.

c. Within sixty (60) calendar days of entry of the Preliminary Approval Order, KEYper shall compile all information received from the Illinois KEYper Customers and will provide Class List information to the Settlement Administrator. At the same time, KEYper will provide Class Counsel with the number of Illinois KEYper Customers that have complied with the request, the total number of Class Members identified by such Illinois KEYper Customers, and a list of all Illinois KEYper Customers who did not respond, provided incomplete information, or otherwise declined to provide the names, last known U.S. mailing addresses, and personal e-mail addresses (where available) for all individuals in the Settlement Class.

d. Within fourteen (14) calendar days of receiving the list of non-compliant Illinois KEYper Customers in Section 7.2.c, Plaintiff will subpoena the non-compliant Illinois KEYper Customers for the last known U.S. mailing addresses, and personal e-mail



addresses (where available) for all individuals in the Settlement Class. Class Counsel will have a return date for compliance on all subpoenas of twenty-eight (28) calendar days.

e. Within seven (7) calendar days of the return date for compliance on the subpoenas to non-compliant Illinois KEYper Customers, Class Counsel will (1) provide the Settlement Administrator with the Class List information obtained; and (2) initiate proceedings to compel responses from any Illinois KEYper Customers that fail to comply with the subpoenas.

f. Unless there is a pending request for judicial resolution of any subpoena, within seven (7) calendar days of receiving the Class List information obtained from Class Counsel's subpoenas, the Settlement Administrator will confirm the total number of individuals in the Settlement Class. In the event that the Parties disagree on the number of individuals or propriety of certain individuals' inclusion in the Settlement Class, the Parties will meet and confer over the subsequent seven (7) calendar days to attempt to resolve the dispute. If the Parties are unable to resolve the dispute within that time, the Parties will seek Court resolution of the dispute. The individuals identified through the foregoing process (as agreed or decided by the Court) will comprise the Class List, and the day the Parties reach agreement or the Court resolves all disputes is the "Class List Determination Date." Once agreed or decided, there will be no further changes to the Class List.

**7.3 Adjustment of Settlement Fund.** If, following the Class List Determination Date, the Class List increases more than two percent (2%) above KEYper's original 18,944 estimate (*i.e.*, exceeds 19,322 individuals), the Settlement Fund shall be increased on a *pro rata* basis of \$385 per member of the Settlement Class. By way of example, if the Settlement Class Size after the Class List Determination Date is 20,000 individuals, then the Settlement Fund will be

\$7,700,000.00. However, if the class size increases by more than 15% the Parties shall return to mediation with Judge Denlow but this Agreement is voidable at the option of either Party. KEYper represents that its class size estimate includes putative class members through June 30, 2022.

**8. SERVICE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

8.1 Defendant agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel, which Defendant will not oppose so long as it is consistent with the provisions of this Settlement Agreement. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to thirty-five percent (35%) of the gross Settlement Fund plus reasonable litigation costs not to exceed Twenty Thousand Dollars (\$20,000.00) relating to their representation of Plaintiff and the Settlement Class Members. Payment of the Fee Award shall be made from the Settlement Fund, and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members with Approved Claims as Settlement Payments. The Fee Award shall be payable within five (5) business days after the Effective Date. Payment of the Fee Award shall be made by the Settlement Administrator via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer.

8.2 Defendant agrees that the Class Representative shall be paid a Service Award in the amount of Ten Thousand Dollars (\$10,000.00) from the gross Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of his efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this

amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members with Approved Claims as Settlement Payments. Any Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within five (5) business days after the Effective Date.

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

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Section 1.12:

- a. This Agreement has been signed by the Parties;
- b. The Court has entered the Preliminary Approval Order; and
- c. The Court has entered the Final Approval Order, or a judgment materially identical to this Settlement Agreement that has become final and unappealable, following Notice to the Settlement Class and a Final Approval Hearing.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that 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 Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement 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 Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the Service Award to the Class Representative,

regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Settlement Agreement.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

10.1 The Parties: (a) acknowledge that it is their intent to consummate this 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 and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3 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 Plaintiff and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.4 The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement 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.

10.5 Regardless of whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by 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 reasonableness of the Settlement Fund, Settlement Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant 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 Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. 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 as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such 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;

e. is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, 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

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff'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.

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

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

10.8 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement 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. 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 Settlement 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.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees

and costs incurred in any way related to the Action.

10.11 Plaintiff represents and warrant that he has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that he is fully entitled to release the same.

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

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

10.14 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of law provisions thereof.

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

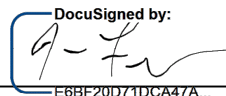
10.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Ryan F. Stephan, [rstephan@stephanzouras.com](mailto:rstephan@stephanzouras.com), Stephan Zouras, LLP, 222 West Adams Street, Suite 2020, Chicago, Illinois 60606; Debra Bernard, [dbernard@perkinscoie.com](mailto:dbernard@perkinscoie.com), Perkins Coie LLP, 110 N Wacker Dr., Suite 3400, Chicago, IL 60606.



Dated: 6/2/2023

**JOE FISHER**

By (signature):

DocuSigned by:  
E6BF20D71DCA47A...

Name (printed):

Joe Fisher

**MARCON INTERNATIONAL, INC. d/b/a  
KEYPER SYSTEMS**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**JOE FISHER**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

**MARCON INTERNATIONAL, INC. d/b/a  
KEYPER SYSTEMS**

Dated: 6/2/2023

By (signature): 

Name (printed): Steve Banca

Its (title): President

# Exhibit A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*  
Case No. 2019 CH 14082  
(Circuit Court of Cook County, Illinois)

**IF YOU SCANNED YOUR FINGER ON A KEYPER SYSTEMS KEY DISPENSING DEVICE IN ILLINOIS BETWEEN DECEMBER 5, 2014 AND [DATE OF ENTRY OF PRELIMINARY APPROVAL], YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*This is a court-authorized notice. You are not being sued. This is not an ad for a lawyer.*

*Para una notificación en Español, visitar [www.\[tobedetermined\].com](http://www.[tobedetermined].com).*

- A proposed Settlement has been reached in a class action lawsuit between Marcon International, Inc. d/b/a KEYper Systems (“KEYper” or “Defendant”) and all individuals who scanned their fingers using a KEYper biometric device in Illinois and had their finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval]. The lawsuit claims that KEYper collected, stored, and disclosed biometric data from individuals through KEYper Systems-brand key dispensing devices. The lawsuit claims these activities required compliance with an Illinois law called the Illinois Biometric Information Privacy Act, and that KEYper did not comply. KEYper denies these allegations and that the law applies to KEYper. The Court has not decided who is right or wrong. The Settlement has been preliminarily approved by a state court in Chicago.
- You are included in the Settlement if you scanned your finger using a KEYper biometric device in Illinois and had your finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval]. If you received a notice of the Settlement in the mail or by email, records indicate that you are included in the Settlement, you may submit a Claim Form online or by mail to receive a cash payment.
- If the Court approves the Settlement, members of the Class who submit valid, timely and approved claims will receive an equal share of a \$7,293,440.00 settlement fund that KEYper has agreed to create, after all notice and administration costs, a service award, and attorneys’ fees have been paid. Individual payments to Settlement Class Members who submit a valid claim form are estimated to be \$240-\$980, depending on the number of approved claims.
- Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>DO NOTHING</b>	You will receive no payment under the Settlement and give up your rights to sue KEYper or certain related companies and individuals about the issues in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have to sue KEYper about the issues in this case.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

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 will be provided only after any issues with the Settlement are resolved. Please be patient.

### **BASIC INFORMATION**

#### **1. What is this notice and why should I read it?**

The Court authorized this notice to let you know about a proposed Settlement with KEYper. You have legal rights and options that you may act on before the Court decides whether to give final approval to the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Anna H. Demacopoulos of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is called *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, Case No. 2019 CH 14082. The person who filed the lawsuit, Joe Fisher, is the Plaintiff. The company he sued, Marcon International, Inc. d/b/a KEYper Systems, is the Defendant.

#### **2. What is a class action lawsuit?**

A class action is a lawsuit in which individuals called “Class Representatives” bring a single lawsuit on behalf of other people who they assert have similar legal claims. All of these people together are potential members of the “Class.” When a Class is certified for settlement and the Settlement is finally approved by the Court, the Settlement resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, regulates the collection, storage, and/or use of a person’s biometric data in Illinois, including requiring consent to the collection of biometric data. Biometric data includes fingerprints. This lawsuit alleges that KEYper as a provider of key dispensing devices with a finger-scanner and hosting services through authorized vendors collected and stored biometric data without authorization from individuals who scanned their fingers at employers that were using KEYper-brand biometric devices and hosting services through authorized vendors. KEYper denies these allegations and denies that it was subject to or violated BIPA.

More information about Plaintiff’s complaint in the lawsuit and the Defendant’s defenses can be found in the “Court Documents” section of the Settlement Website at [www.\[tobedetermined\].com](http://www.[tobedetermined].com).

### 4. Who is included in the Settlement Class?

You are a member of the Settlement Class if you scanned your finger using a KEYper biometric device in Illinois and had your finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval]. If you received a notice of the Settlement via email or in the mail, records indicate that you are a Class Member and are included in the Settlement. You may call or email the Settlement Administrator at [phone number] or [email address] to ask whether you are a member of the Settlement Class.

## THE SETTLEMENT BENEFITS

### 5. What does the Settlement provide?

**Cash Payments.** If you’re eligible, you can file a claim to receive a cash payment. The amount of such payment is estimated to be \$240-\$980, depending on the number of approved claims. This is a *pro rata*, or equal, share of a \$7,293,440.00 fund that KEYper has agreed to create, after the payment of settlement expenses, attorneys’ fees, and any service award for the Class Representative in the litigation approved by the Court.

**Prospective Relief.** Under the settlement, KEYper has agreed to notify customers that use KEYper biometric devices that they need to obtain written releases from individuals who scan their fingers on KEYper biometric devices, make all BIPA-required disclosures, and establish and maintain a retention and destruction policy that is made available to the public.

## HOW TO GET SETTLEMENT BENEFITS

### 6. How do I get a payment?

If you are a Settlement Class Member and you want to get a payment, you must complete and submit a valid Claim Form by [Claims Deadline]. If you received an email notice, it contained a link to the online Claim Form, which is also available on this website here [Claim Form Link] and can be filled out and submitted online. The online Claim Form lets you select to receive your

payment by Venmo, Zelle, PayPal, or check. A paper Claim Form with pre-paid postage was attached to the postcard notice you may have received in the mail. Those who submit a paper Claim Form will receive a check by mail, if the claim is approved.

Depending on the number of approved claims, you may need to complete an IRS Form W-9 to satisfy IRS tax reporting obligations related to the payment. You may complete the [\[Form W-9 link\]](#) now on the Settlement Website; doing so now will ensure that you receive your full payment as soon as possible.

#### **7. When will I get my payment?**

The hearing date to consider the fairness of the Settlement is scheduled for [\[Final Approval Hearing Date\]](#). If the Court approves the Settlement, Class Members whose claims were approved by the Settlement Administrator and, if necessary, who have completed a W-9 Form on the Settlement Website will be issued a check or electronic payment (as chosen by the Settlement Class Member) within 28 days after the Settlement has been finally approved by the Court and/or after any appeals process is complete. Please be patient. Uncashed checks and electronic payments that are unable to be completed will expire and become void 120 days after they are issued and will be donated to [\[name of cy pres recipient\]](#), or such other not-for-profit organization(s) as the Court may order as *cy pres* recipient.

### **THE LAWYERS REPRESENTING YOU**

#### **8. Do I have a lawyer in the case?**

Yes, the Court has appointed Ryan F. Stephan and Teresa M. Becvar of Stephan Zouras, LLP as the attorneys to represent the Settlement Class. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiffs Joe Fisher to serve as the Class Representative. They are Settlement Class Members like you. Class Counsel can be reached by calling (312) 233-1550.

#### **9. Should I get my own lawyer?**

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

#### **10. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees of up to 35% of the Settlement Fund and expenses and will also request an incentive award of \$10,000 for the Class Representative from the Settlement Fund. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any award to the Class Representatives. The Court may award less than the amounts requested.

### **YOUR RIGHTS AND OPTIONS**

#### **11. What happens if I do nothing at all?**

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you

will not be able to file or continue a lawsuit against KEYper or other Released Parties (defined in the Settlement Agreement) regarding any of the Released Claims. **Submitting a Claim Form that is approved by the Settlement Administrator is the only way to receive a payment from this Settlement.**

To submit a Claim Form, or for information on how to request exclusion from the class or file an objection, please visit the Settlement Website, www.[to be determined].com, or call (XXX) XXX-XXXX.

**12. What happens if I ask to be excluded?**

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against the KEYper and the Released Parties and are free to pursue whatever legal rights you may have by pursuing your own individual lawsuit against KEYper and the Released Parties at your own risk and expense.

**13. How do I ask to be excluded?**

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must: (a) be in writing; (b) state the full name and current address of the person in the Settlement Class seeking exclusion; (c) contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, No. 2019 CH 14082 (Cir. Ct. Cook Cty.)”; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before [Objection/Exclusion Deadline]. You must mail or email your exclusion request no later than [Objection/Exclusion Deadline] to:

Fisher v. KEYper Systems Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

-or-

[email address]

You can't exclude yourself over the phone. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

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

No. Unless you exclude yourself, you give up any right to sue KEYper and any other Released Party for the claims being resolved by this Settlement.

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

No. If you exclude yourself, you will not receive a payment.

**16. How do I object to the Settlement?**



If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, No. 2019 CH 14082 (Cir. Ct. Cook Cty.), no later than **[Objection/Exclusion Deadline]**. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the Circuit Court of Cook County, Illinois  
Daley Center  
50 W. Washington Street, Suite 1001  
Chicago, Illinois 60602

The objection must be in writing, must be personally signed, and must include the following information: (a) your full name and current address, (b) a statement that you believe you are a member of the Settlement Class, (c) whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for your objection, (e) all documents or writings that you wish the Court to consider, (f) the name and contact information of any attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether you intend to appear at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of **[Objection/Exclusion Deadline]**. 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.

In addition to filing your objection with the Court, you must send via mail, email, hand, or overnight delivery service, by no later than **[Objection/Exclusion Deadline]**, copies of your objection and any supporting documents to both Class Counsel and KEYper's lawyers at the addresses listed below:

Class Counsel	KEYper's Counsel
Ryan F. Stephan lawyers@stephanzouras.com STEPHAN ZOURAS, LLP 222 West Adams Street, Suite 2020 Chicago, Illinois 60606	Debra Bernard dbernard@perkinscoie.com PERKINS COIE LLP 110 N Wacker Drive, Suite 3400 Chicago, Illinois 60606

**17. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing at [time] on [date] before the Honorable Anna H. Demacopoulos in Room 2502 at the Daley Center, 50 W. Washington Street, Chicago, Illinois 60602 and via Zoom (Meeting ID: 946 7646 3310 Password: 145041). The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the service award to the Class Representative.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, www.[tobedetermined].com.

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

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

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

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* Question 17 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

**GETTING MORE INFORMATION**

**21. Where do I get more information?**

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at www.[tobedetermined].com or at the Clerk of the Circuit Court if Cook County, Illinois, 2502 at the Daley Center, 50 W. Washington Street, Suite 1001, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. You can also contact the Settlement Administrator at [x-xxx-xxxx] or Class Counsel at the number provided above with any questions.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.**

# Exhibit B

*Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*  
Case No. 2019 CH 14082

**CLAIM FORM**

**Instructions:** You are eligible for a payment as part of the Settlement Class for this case if you meet the class definition. The Settlement Class includes all individuals who scanned their fingers using a KEYper-brand biometric device in Illinois and had their finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval]. If you received notice in this case, our records indicate that you are a member of the Class. Fill out each section of this form and sign where indicated. Please select whether you prefer to receive payment via check, Venmo, PayPal, or Zelle. If you opt for payment via check and your Claim Form is approved, you will receive a check in the mail at the address you provide below. Depending on the number of valid claims submitted, you may need to complete an IRS Form W-9 to satisfy tax reporting obligations. You may complete the Form W-9 now at [link to W-9]; doing so now will ensure that you receive your full payment as soon as possible. THIS CLAIM FORM MUST BE SUBMITTED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED (EXCEPT WHERE OPTIONAL), BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

The Settlement Administrator will review your Claim Form. If accepted, you will receive payment for an equal, or *pro rata*, share depending on the number of valid claim forms received. This process takes time; please be patient.

<b><u>First Name</u></b>		<b><u>Last Name</u></b>	
<b><u>Street Address</u></b>			
<b><u>City</u></b>	<b><u>State</u></b>	<b><u>ZIP Code</u></b>	
<b><u>Email Address</u></b>			
<b><u>Contact Phone #:</u></b> (You may be contacted if further information is required)			

Please provide the information in this box if you can do so. If you are not able to provide it, it will not impact your claim.	
Employer Where You Used KEYper Device	Approximate Dates of Employment

**Select Payment Method.** Select the box of how you would like to receive your payment and provide the requested information:

*Para informacion en Espanol, visitar [www.\[tobedetermined\].com](http://www.[tobedetermined].com).*

Check

Zelle®

PayPal®

Venmo®

[Based on the selection, the claimant will be prompted to provide the information the Settlement Administrator requires to complete the payment]

**Settlement Class Member Verification:** By submitting this Claim Form, I declare that I am an individual who scanned my finger on a KEYper Systems key dispensing device in Illinois between December 6, 2014, and [date of entry of preliminary approval].

E- Signature: \_\_\_\_\_

Date: \_\_ \_\_ / \_\_ \_\_ / \_\_ \_\_

# Exhibit C

COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

RECORDS INDICATE YOU SCANNED YOUR FINGER ON A KEYPER SYSTEMS KEY DISPENSING DEVICE IN ILLINOIS AND ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT

Fisher v. Marcon Int'l d/b/a KEYper Systems Settlement c/o Settlement Administrator P.O. Box 0000 City, ST 00000-0000

First-Class Mail US Postage Paid Permit #



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1» «C/O» «Addr1» «Addr2» «City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

XXX

CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated. If you prefer to receive payment via Venmo, PayPal, or Zelle (instead of a check), you must submit a Claim Form online on the Settlement Website at www.[tobedetermined].com. If you submit this paper Claim Form by mail and it is approved, you will receive a check in the mail at the address you provide below. Depending on the number of valid claims submitted, you may need to complete an IRS Form W-9 to satisfy tax reporting obligations. You may complete the Form W-9 now on the Settlement Website at www.[tobedetermined].com; doing so now will ensure that you receive your full payment as soon as possible.

Name (First, M.I., Last):

Street Address:

City: State: Zip Code:

Email Address (optional):

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

Table with 2 columns: Employer Where You Used KEYper Device, Approximate Dates of Employment

Settlement Class Member Verification: By submitting this Claim Form, I declare that I am an individual who scanned my finger on a KEYper Systems key dispensing device in Illinois between December 6, 2014, and [date of entry of preliminary approval].

Signature: Date: / /

Print Name:

The Settlement Administrator will review your Claim Form. If approved, you will be mailed a check for an equal, or pro rata, share depending on the number of valid claim forms received. This process takes time; please be patient.

Questions, visit www.[tobedetermined].com or call [toll free number]

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between Marcon International, Inc. d/b/a KEYper Systems ("KEYper") and all individuals who scanned their fingers using a KEYper biometric device in Illinois. The case is called *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, Case No. 2019 CH 14082. The lawsuit claims that KEYper collected and stored biometric data from individuals through KEYper-brand key dispensing devices, without complying with the requirements of an Illinois law called the Illinois Biometric Information Privacy Act. KEYper denies those allegations and that the law applies to KEYper. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don't act.

**Who is included in the Settlement Class?** Records indicate that you are included in the Settlement Class. The Settlement Class includes all individuals who scanned their fingers using a KEYper biometric device in Illinois and had their finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval].

**What can I get out of the Settlement?** If you're eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$240-\$980, depending on the number of valid and timely claims approved. This amount is an equal share of a \$7,293,440.00 fund that KEYper agreed to create, after any Court-approved payment of Settlement administration expenses, attorneys' fees, and any service award.

**How do I get my payment?** Just complete and return the attached Claim Form by mail, or you can visit the Settlement Website, www.[tobedetermined].com, and submit a Claim Form online. *All Claim Forms must be postmarked or submitted online by [Claims Deadline].*

**What are my other options?** You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won't get a payment, and you won't be able to sue KEYper or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement. You can also comment on or object to the Settlement if you disagree with any of its terms by writing to the Court. If you exclude yourself, you won't get a payment but you'll keep your right to sue KEYper on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email to exclude yourself from the Settlement. *All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].*

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Stephan Zouras, LLP as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that KEYper agreed to pay to the Settlement Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Joe Fisher—a Class Member like you—to represent the Settlement Class as the Class Representative.

**When will the Court approve the Settlement?** The Court will hold a final approval hearing on [date] at [time] before the Honorable Anna H. Demacopoulos in Room 2502 at the Daley Center, 50 W. Washington Street, Chicago, Illinois 60602 and via Zoom (Meeting ID: 946 7646 3310 Password: 145041). During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and a service award of \$10,000 to the Class Representative.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NO POSTAGE  
NECESSARY  
IF MAILED IN  
THE UNITED  
STATES

Fisher v. Marcon Int'l d/b/a KEYper Systems Settlement  
c/o Settlement Administrator  
PO Box 0000  
City, ST 00000-0000

XXX



# Exhibit D

From: tobedetermined@domain.com  
To: JohnDoeClassMember@domain.com  
Re: Legal Notice of Proposed Class Action Settlement

**RECORDS INDICATE YOU SCANNED YOUR FINGER ON A KEYPER SYSTEMS  
KEY DISPENSING DEVICE IN ILLINOIS AND ARE ENTITLED TO A PAYMENT  
FROM A CLASS ACTION SETTLEMENT.**

*This is a court-authorized notice. You are not being sued. This is not an ad for a lawyer.*

*For more information, visit [www.\[tobedetermined\].com](http://www.[tobedetermined].com).*

*Para una notificación en Español, visitar [www.\[tobedetermined\].com](http://www.[tobedetermined].com).*

This notice is to inform you that a proposed Settlement has been reached in a class action lawsuit between Marcon International, Inc. d/b/a KEYper Systems (“KEYper”) and all individuals who scanned their fingers using a KEYper biometric device in Illinois and had their finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval]. The case is called *Fisher v. HP Property Management, LLC and Marcon International, Inc. d/b/a KEYper Systems*, Case No. 2019 CH 14082. The lawsuit claims that KEYper collected and stored biometric data from individuals through KEYper-brand key dispensing devices, without complying with the requirements of an Illinois law called the Illinois Biometric Information Privacy Act. KEYper denies those allegations and that the law applies to KEYper. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act or don’t act.

**Who is included in the Settlement Class?** Records indicate that you are included in the Settlement Class. The Settlement Class includes all individuals who scanned their fingers using a KEYper biometric device in Illinois and had their finger-scan data hosted by KEYper or one of its authorized vendors between December 6, 2014 and [date of entry of preliminary approval].

**What can I get out of the Settlement?** If you’re eligible and the Court approves the Settlement, you can file a claim to receive a cash payment. The payment amount is estimated to be approximately \$240-\$980, depending on the number of valid and timely claims approved. This amount is an equal share of a \$7,293,440.00 fund that KEYper agreed to create, after any Court-approved payment of Settlement administration expenses, attorneys’ fees, and any service award.

**How do I get my payment?** Just complete and verify the short and simple Claim Form online at [Claim Form Link], or you can visit [www.\[tobedetermined\].com](http://www.[tobedetermined].com) and download a paper Claim Form and submit it by mail. When submitting by mail, you will receive a check. By submitting online you can choose to receive your payment via check, Venmo, PayPal, or Zelle. ***All Claim Forms must be submitted online or postmarked by [Claims Deadline].***

**What are my other options?** You can do nothing, comment on or object to any of the Settlement terms, or exclude yourself from the Settlement. If you do nothing, you won’t get a payment, and you

won't be able to sue KEYper or certain related companies and individuals in a future lawsuit about the claims addressed in the Settlement.

You can also object to the Settlement if you disagree with any of its terms by writing to the Court. You can only exclude yourself, not others. If you exclude yourself, you won't get a payment but you'll keep your right to sue KEYper on the issues the Settlement concerns. You must contact the Settlement Administrator by mail or email ([email address]) to exclude yourself from the Settlement. ***All Requests for Exclusion and Objections must be received by [Objection/Exclusion Deadline].***

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firm Stephan Zouras, LLP as "Class Counsel." They represent you and other Settlement Class Members. The lawyers will request to be paid from the total amount that KEYper agreed to pay to the Settlement Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Joe Fisher—a Class Member like you—to represent the Settlement Class as the Class Representative.

**When will the Court approve the Settlement?** The Court will hold a final approval hearing on [date] at [time] before the Honorable Anna H. Demacopoulos in Room 2502 at the Daley Center, 50 W. Washington Street, Chicago, Illinois 60602 and via Zoom (Meeting ID: 946 7646 3310 Password: 145041). During the hearing, the Court will hear objections, determine if the Settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and a service award of \$10,000 for the Class Representative.