

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Fonda Peaks-Smith v. Saint Anthony Hospital, Case No. 2018-CH-07077
Circuit Court of Cook County, Illinois, Chancery Division

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU PROVIDED YOUR FINGER, HAND, OR PALM SCAN FOR AUTHENTICATION AND TIMEKEEPING PURPOSES AT SAINT ANTHONY HOSPITAL AT ANY TIME SINCE JUNE 5, 2013.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed Settlement in a class action lawsuit, *Fonda Peaks-Smith v. Saint Anthony Hospital*, Case No. 2018-CH-07077, pending in the Circuit Court of Cook County, Illinois, Chancery Division. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Saint Anthony Hospital (“Saint Anthony” or “Defendant”) collected, captured, otherwise obtained, used, received, converted, maintained, stored, shared, disseminated, or disclosed workers’ biometric identifier(s) and/or biometric information in violation of the Illinois Biometric Information Privacy Act (“BIPA”). Defendant contests these claims and denies that it violated BIPA. If you received this Notice, you have been identified as a member of the Settlement Class. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of Settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS § 14/1, *et seq.*, prohibits private companies from capturing, collecting, obtaining, storing, transferring, and/or using the biometric identifiers and/or biometric information, such as fingerprints, of an individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by requiring workers to submit their fingerprint for authentication and timekeeping purposes from June 5, 2013, through May 7, 2025, without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims and denies that it violated BIPA.

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 have similar claims. All of these people together are a “Class” or “Class Members.” Once a class is certified, a class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of further litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and a service award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for

settlement purposes only, so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves from the Settlement Class, and to voice their support or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you are working or worked at and/or for Saint Anthony Hospital in the state of Illinois and had your purported biometric identifier(s) and/or biometric information, as defined by BIPA 740 ILCS § 14/10, collected, captured, received, otherwise obtained, used, converted, maintained, stored, shared, disclosed or otherwise disseminated by Saint Anthony Hospital from June 5, 2013, through May 7, 2025.

You will be considered a member of the Settlement Class unless you properly execute a timely request for exclusion from the Class as explained herein.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you do not need to do anything. If you are receiving this Notice, you are currently considered a member of the Settlement Class and will continue to be unless you exclude yourself from the Settlement.

(2) Exclude yourself.

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 Defendant and the other Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by filing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator at Peaks-Smith v. Saint Anthony Hospital c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799, providing your name, address, and telephone number; the name and number of this case; a statement that you wish to be excluded from the Settlement Class; and your signature, postmarked by **July 12, 2025**. A request to be excluded that is sent to an address other than that designated in this Notice, or that is not postmarked within the time specified, shall be invalid and you shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved by the Court.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to Courtroom 2508 of the Daley Center, 50 W. Washington Street, Chicago, Illinois, 60602, Case No. 2018-CH-07077. The objection must be filed with the Court no later than **July 12, 2025**. You must also send a copy of your objection to the Settlement Administrator at Peaks-Smith v. Saint Anthony Hospital c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799, as well as the attorneys for all Parties to the lawsuit, including Class Counsel (address below) and the attorneys representing Defendant (Erin Bolan Hines and Amy Doig, Cozen O'Connor, 123 North Wacker Drive, Suite 1800, Chicago, Illinois 60606), postmarked no later than **July 12, 2025**. Any objection to the proposed Settlement must include your: (i) full name, address, telephone number, and email address; (ii) the case name and number of this lawsuit; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases; and (v) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **July 12, 2025**. If you do hire your own attorney, you will need to list all objections filed by that counsel, and 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 will be held on **August 19, 2025**, at **10:30 a.m.**, in the Court's discretion via telephone, Zoom videoconference using Zoom ID: 928 4730 2982 and Passcode: 411367,

or in Courtroom 2508 of the Daley Center, 50 W. Washington Street, Chicago, Illinois, 60602, in person or through counsel to show cause of why the proposed Settlement 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 Representative are required to indicate in their written objection 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, which must be attached to, or included with, the written objection.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund for the Class Members in the amount of \$1,455,300.00. All Settlement Class Members are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member will be entitled to a gross payment of approximately \$900.00 out of the Settlement Fund, less deductions for settlement administration costs, attorneys' fees and costs, and a service award to the Class Representative, or a net payment of approximately \$539.00. The Settlement Administrator will issue a check to each Class Member following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 120 days after they are issued. Furthermore, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 37.5% of the gross Settlement Fund, plus reasonable out-of-pocket costs for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$7,500.00 for her time, effort, and service to the Class in this matter.

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 for all claims related in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1 *et seq.*, against Defendant and relating to the alleged biometric timekeeping system used at Saint Anthony Hospital (the "Released Claims"). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the Court order becomes final, which should occur within approximately 14 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below or on the settlement website at www.SaintAnthonyBIPASettlement.com.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative's service award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **August 19, 2025, at 10:30 a.m.**, in the Court's discretion via telephone, Zoom videoconference using Zoom ID: 928 4730 2982 and Passcode: 411367, or in Courtroom 2508 of the Daley Center, 50 W. Washington Street, Chicago, Illinois, 60602.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will

be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

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

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.

Ryan F. Stephan, James B. Zouras, and Andrew C. Ficzk
Stephan Zouras, LLC
222 W. Adams St., Suite 2020, Chicago, Illinois, 60606
T: 312.233.1550 | F: 312.233.1560 | E: lawyers@stephanzouras.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained by contacting Class Counsel or the Settlement Administrator, information provided below. Information is also available regarding this lawsuit at www.SaintAnthonyBIPASettlement.com. If you have any questions, you can also contact Class Counsel at the number or email address set forth above. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. ***Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.***

Fonda Peaks-Smith v. Saint Anthony Hospital
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799
Toll Free: (833) 360-6772