

Mrozek v. Epay Systems, Inc.
Circuit Court of Cook County, Illinois Chancery Division
Case No. 2024 CH 04688

If you used Epay Systems, Inc.'s ("EPAY") biometric timekeeping system for clocking in and out of work between May 17, 2019 and May 17, 2024, you may be entitled to benefits under a class action lawsuit.

A court authorized this Notice. This is not a solicitation from a lawyer.

- **A proposed settlement will provide \$1,526,250.00 (the "Settlement Funds") to fully settle and release claims of the following individuals:**

The approximately 609 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in Illinois in violation of BIPA as alleged in this action between May 17, 2019 and May 17, 2024.

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

- **Epay denies Plaintiff's allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims or Epay's defenses. By entering into the settlement, Epay has not conceded the truth or validity of any of the claims against it.**
- **The Settlement Funds shall be used to pay amounts related to the settlement, including awards to the Settlement Class, attorneys' fees and costs to attorneys representing Plaintiff and the Settlement Class ("Class Counsel"), any service award for Plaintiff, and the costs of notice and administration of the settlement. Class Counsel estimate that Settlement Class members will receive approximately \$1,500 ("Initial Settlement Award Checks"). Any monies remaining in the Settlement Fund after the Initial Settlement Award Checks are distributed and the expiration date to cash such checks has passed will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their Initial Settlement Award Checks (the "Subsequent Distribution"), so long as the amount to be distributed is at least \$10.00 per class member. The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the Initial Settlement Award Checks. If there is not enough money to pay at least \$10.00 to Settlement Class Members who cashed their initial Settlement Award checks, or if any checks from the subsequent distribution remain uncashed after the stale date, those funds shall be distributed to the following *cy pres*: Prairie State Legal Aid, subject to court approval.**

- **Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
MAKE A CLAIM	To obtain money from the settlement you must make a claim. To make a claim, you must fully complete the Claim Form that was sent to you and mail it to the Settlement Administrator postmarked by October 6, 2025, or submit an online claim form at www.EpayBIPASettlement.com by October 6, 2025.
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Epay or other released parties related to a released claim. The deadline for excluding yourself is October 6, 2025.
OBJECT TO THE SETTLEMENT	If you wish to object to the settlement, you must write to the Court about why you believe the settlement is unfair in any respect. The deadline for objecting is October 6, 2025.
DO NOTHING	If you do nothing, you will not receive a payment from the settlement but you will give up your rights to sue EPAY or any other released parties related to a released claim.
GO TO THE FINAL APPROVAL HEARING	You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must file a document that includes your name, address, telephone number and your signature with the Court, which must also state your intention to appear at the Final Approval Hearing. This must be filed no later than October 6, 2025.

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

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the putative class action lawsuits entitled *Mrozek v. Epay Systems, Inc.*, Case No. 2024 CH 04688, which was filed in the Circuit Court of Cook County, Illinois Chancery Division. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or postcard about this settlement?

If you received a letter describing this settlement, it is because Epay's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

The approximately 609 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in Illinois in violation of BIPA as alleged in this action between May 17, 2019 and May 17, 2024.

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

3. What is this class action lawsuit about?

In a class action, a person called a Class Representative (here, Plaintiff, Halina Mrozek) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff claims Epay violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, by failing to: (1) obtain individuals' informed written consent before collecting, capturing, or otherwise obtaining their biometric data in connection with Epay's timekeeping system and access system; (2) implement and adhere to a written policy for permanently destroying the biometric data in its possession; and (3) obtain individuals' informed consent before disclosing or redisclosing their biometric data. EPAY denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Lynn Weaver Boyle is in charge of this action.

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT CLASS?

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

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

The approximately 609 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in Illinois in violation of BIPA as alleged in this action between May 17, 2019 and May 17, 2024.

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.EPAYBIPAsettlement.com, or you may write to the Settlement Administrator at Epay Systems, Inc. BIPA Settlement, c/o ALCS, LLC, P.O. Box 23369, Jacksonville, FL 32241, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed the law firms of Jaszczuk, P.C. and Consumer Law Advocate, PLLC as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to 38% of the Settlement Fund, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of \$7,500 to Plaintiff for her services as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS- WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. EPAY will pay \$1,526,250.00 into a fund (the "Settlement Fund"), which will cover: (1) cash payments to Settlement Class Members; (2) an award of attorneys' fees and expenses to Class Counsel, plus expenses, as approved by the Court; (3) a service award to the Plaintiff, Halina Mrozek, if approved by the Court; and (4) the costs of notice and administration of the Settlement.

Cash Payments. All Settlement Class Members who submit valid Claim Forms will receive a cash payment. Any money remaining in the Settlement Fund after paying all Settlement Award Checks that are cashed by Settlement Class Members, attorneys' fees and costs to Class Counsel, any service award to Plaintiff, and the costs of notice and administration of the settlement, will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their Initial Settlement Award Check, so long as the amount to be distributed per Claimant is at least \$10.00. Any subsequent distribution will be made within thirty (30) days after the expiration date of the Initial Settlement Award Check has passed.

9. How much will my payment be?

Class Counsel estimates your share of the Settlement Fund will be around \$1,500. **This is an estimate only. The final cash payment amount will depend on a number of factors, including the number of claims made, the costs of notice and administration, as well as the reasonable costs, attorney's fees, and incentive award approved by the Court.**

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

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Epay or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Epay and all other Released Parties, as defined in the Settlement Agreement, from any and all claims for damages that arise under BIPA.

In summary, the Release includes any and all claims, whether known or unknown for damages under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, regarding the use, collection, capture, receipt, maintenance, storage, transmission, or disclosure of biometric identifiers or biometric information.

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

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To obtain a payment from the settlement you must make a claim. To make a claim, you must fully complete the Claim Form that was sent to you and mail it to the Settlement Administrator postmarked by October 6, 2025, or submit an online claim form at www.EpayBIPAsettlement.com by October 6, 2025. If your claim is approved, a check will be mailed to you, along with a 1099 Form.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on November 18, 2025 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Class Members will be informed of the progress of the settlement through information posted on the Settlement Website at www.EpayBIPAsettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

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

A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the Epay Systems, Inc. BIPA Settlement, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person may exclude any other person from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than October 6, 2025 to the Settlement Administrator at Epay Systems, Inc. BIPA Settlement, c/o American Legal Claim Services, LLC, P.O. Box 23369, Jacksonville, FL 32241.

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

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

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

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

OBJECTING TO THE SETTLEMENT

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

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

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

To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than October 6, 2025.

To the Class:

Matthew Peterson
Consumer Law Advocate, PLLC
230 E. Ohio St., Suite 410
Chicago, IL 60611
Tel: (815) 999-9130
mtp@lawsforconsumers.com

Martin W. Jaszczuk
Margaret M. Schuchardt
JASZCZUK P.C.
311 South Wacker Drive, Suite 2150
Chicago, Illinois 60606
Tel: (312) 442-0509
mjaszczuk@jaszczuk.com
mschuchardt@jaszczuk.com

To the Defendant

Timothy R. Herman
Clark Hill PLC
130 E. Randolph St., Suite 3900
Chicago, Illinois 60601
therman@clarkhill.com

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

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from settlement but you will give up your rights to sue EPAY or any other released parties related to a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

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

The Court will hold a final approval hearing on November 18, 2025 at 11:00 a.m. before the Honorable Lynn Weaver Boyle or via remote means as instructed by the Court. Instructions for participating remotely will be posted on the Settlement Website. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

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

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than October 6, 2025. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.EpayBIPAsettlement.com, or you can write to the address below. You can also call Class Counsel with any questions at (815) 999-9130 or (312) 442-0509.

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