

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

CHARLES WALLACE, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

SARGENT LOGISTICS, INC.,

Defendant.

Case No.: 2024CH09236

Honorable Neil H. Cohen

**PLAINTIFF’S MOTION & MEMORANDUM OF LAW IN SUPPORT OF
APPROVAL OF ATTORNEYS’ FEES AND INCENTIVE AWARD**

I. INTRODUCTION

On November 12, 2025 this Court issued an order preliminarily approving the Parties’ class action settlement. Pursuant to that order, Plaintiff Charles Wallace (“Plaintiff”) now moves for attorneys’ fees and an incentive award. Defendant does not oppose this motion. As argued in more detail below, the requested attorneys’ fees and incentive award are: (i) appropriate under governing Illinois law, (ii) consistent with the awards in other class action settlements in Illinois, and (iii) constitute fair compensation to Class Counsel and the Plaintiff for achieving a great result in this case.

II. BACKGROUND

Plaintiff’s complaint alleges that Defendant collected, stored and used – without first providing notice, obtaining informed written consent or publishing data retention policies – scans of face geometry and associated personally identifying information of its employees (and former employees), who drove Defendant’s vehicles in Illinois, in violation of the BIPA, 740 ILCS 14/1 *et seq.* See Plaintiff’s Complaint (“Compl.”) ¶¶ 2, 13-19. Plaintiff alleges that this practice violated the BIPA because Defendant collected class members biometric information without class

members' written consent. Compl. ¶¶ 13-27. Plaintiff makes claims both in his individual capacity as well on behalf of a class of similarly situated individuals. Compl. ¶¶ 28-30.

After months of informal discovery and contentious negotiation, the Parties reached a class wide settlement (“Settlement” or “Agreement”).¹ Under the terms of the Parties’ Settlement, the Defendant has agreed to make available a Settlement Fund of \$80,000, from which each Class Member is eligible to receive a cash payment. With this Motion, Class Counsel now requests a fee of 35% of the total Settlement Fund obtained for the Class, or \$28,000, as well as an incentive award of \$5,000 for the Plaintiff.²

III. AWARDING CLASS COUNSEL A PERCENTAGE-OF-THE-RECOVERY IS APPROPRIATE

Illinois has adopted the “common fund doctrine” for the payment of attorneys’ fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill.2d 261, 265 (2011). The common fund doctrine “provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Id.* The basis for this is the equitable principal that “[class members] would be unjustly enriched if their attorneys were not compensated from the common fund created for the [class members’] benefit.” *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). Thus, “[b]y awarding fees payable from the common fund created for the benefit of the entire class, the

¹ A copy of the Parties’ Settlement is attached as an exhibit to Plaintiff’s previously-filed Motion for Preliminary Approval.

² The requested award of fees to Class Counsel of 35% of the settlement fund is inclusive of all costs and out-of-pocket litigation expenses incurred in the prosecution of this action to date, including those that will continue to accrue as the Settlement process continues. Although typically awarded in addition to the requested fee award, *see, e.g., Kaplan v. Houlihan Smith & Co.*, No. 12-cv-5134, U.S. Dist. LEXIS 83936, at *12 (N.D. Ill. June 20, 2014) (awarding expenses “for which a paying client would reimburse its lawyer”) in this case Class Counsel do not seek reimbursement of their expenses on top of the requested Fee Award.

court spreads the costs of litigation proportionately among those who will benefit from the fund.” *Id.* (internal citation omitted).

There are two different approaches to awarding class counsel fees from a common fund: (i) the percentage-of-the-recovery method and (ii) the lodestar method. *Brundridge* at 244. The percentage-of-the-recovery method awards attorney fees “based upon a percentage of the amount recovered on behalf of the plaintiff class.” *Brundridge* at 238. The lodestar method requires courts to consider evidence and conduct an analysis of the number of hours expended by class counsel in pursuit of the case, and then determine whether to increase that amount by a “weighted multiplier” according to a multitude of factors, such as the complexity of the case, the contingency nature of the representation, and benefit conferred upon class members. *Id.* at 239-40.

The percentage-of-the-recovery approach is widely favored by courts in Illinois. It is “the best determinant of the reasonable value of services rendered by counsel in common fund cases,” and it also “eliminates the need for additional major litigation [over fees],” which the lodestar method often creates. *See Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 924–25 (1st Dist. 1995) (finding the lodestar method has been “abandoned [] in favor of a percentage fee in common fund cases”); *McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 26, (finding that “numerous criticisms have been lodged against the lodestar method since it originated” and “the percentage method is favored in class actions” because it is “efficient and fair”); *Williams v. Gen. Elec. Capital Auto Lease*, 1995 WL 765266, *9-10 (N.D. Ill. Dec. 26, 1995) (noting that “comput[ing] attorney’s fees as a percentage of the benefit conferred upon the class” is the “favored approach”).

The percentage-of-the-recovery approach is also preferred because it better aligns class counsel’s interests with those of class members—that is, it focuses the fee award on the results

class counsel actually achieve, rather than on the number of motions they file, documents they review, or hours they work. *See* 5 Newberg on Class Actions § 15:65 (5th ed.) (“Under the percentage method, counsel have an interest in generating as large a recovery for the class as possible, as their fee increases with the class’s take. By contrast, when class counsel’s fee is set by an hourly rate, the lawyers have an incentive to run up as many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not serving the clients’ interests in any way.”); *Ryan* at 490-91 (observing that the lodestar method “creates a disincentive for the early settlement of cases” and “has led to abuses such as lawyers billing excessive hours”); *Brundidge* at 242 (warning that the lodestar method may make attorneys “hesitant to settle the matter at an early stage [and] more inclined to spend excessive hours on the case and inflate a fee petition in the hopes of increasing the ultimate fee award”); *Williams* at *10 (the percentage-of-the-recovery method is preferred because it “permits the attorneys to benefit in relation to the value conferred on their clients”).

The percentage-of-the-recovery method also makes the most sense in this case because it is the customary method by which class counsel is awarded fees in BIPA cases. Having reviewed and participated in dozens of BIPA class action settlements over the last five years, undersigned counsel is not aware of a single case where the lodestar approach was used instead of the percentage-of-the-recovery method to award fees to class counsel. *See* Declaration of William H. Beaumont (“Beaumont Decl.”) ¶¶ 4-6.³

Accordingly, the Court should adopt and apply the percentage-of-the-recovery approach here. Under this approach, as set forth more fully below, Class Counsel’s requested attorneys’ fees are reasonable.

³ A copy of counsel’s declaration is appended to this motion.

IV. CLASS COUNSEL'S REQUESTED FEES ARE REASONABLE.

When determining whether a fee request under the percentage-of-the-recovery method is reasonable, courts may consider (i) the recovery achieved for class members; (ii) the risk of non-payment faced by class counsel in bringing the litigation; and (iii) the range of fees awarded in similar cases. *See, e.g., Ryan* at 924 (affirming class counsel's fee award due to the contingency risk of pursuing the litigation and the benefit obtained for class members); *McCormick* ¶¶ 29, 31 (finding the trial court correctly relied on case sampling that demonstrated the range of fees awarded in other class action settlements).

As shown in more detail below, Class Counsel's request for attorneys' fees is reasonable when considered against each of these factors.

1. The requested attorneys' fees amount to 35% of the Settlement Fund, which is a percentage within the range found reasonable in other BIPA cases.

The requested fee award of \$28,000 represents 35% of the Settlement Fund. This percentage is well within the range of attorneys' fee awards that Illinois courts have found reasonable in other class action settlements. In fact, fee awards of 40% are routinely awarded in BIPA class action settlements. *See, e.g., Magana v. Platinum Converting, Inc.*, 2022LA000687 (Cir. Ct. DuPage Cnty., Ill. 2023) (awarding class counsel 40% of the common fund); *Garcia et al. v. Visage Screen-Print, Inc.*, No. 2023LA000159 (Cir. Ct. DuPage Cnty., Ill. 2023) (same); *Bodie v. Capitol Wholesale Meats, Inc.*, No. 2022CH000020 (Cir. Ct. DuPage Cnty., Ill. 2022) (same); *Cook v. Granite Nursing and Rehabilitation Center, LLC*, No. 2021L000491 (Cir. Ct. Madison Cnty., Ill. 2023) (same); *Hernandez v. FGS-IL, LLC*, No. 21L000351 (Cir. Ct. Kane Cnty., Ill. 2023) (same); *Callender v. Quality Packaging Specialists International, LLC*, No. 2023LA000231 (Cir. Ct. Madison Cnty., Ill. 2023) (same); *Hancock v. AAA Galvanizing – Peoria, Inc. et al.*, No. 2021L612 (Cir. Ct. Will Cnty., Ill. 2023) (same); *Gonzalez v. Dart Casting, Inc.*,

No. 2022CH7378 (Cir. Ct. Cook Cnty., Ill. 2023) (same); *Rosales v. Polyconversions, Inc.*, No. 2022LA000102 (Cir. Ct. Champaign Cnty., Ill. 2023) (same); *Gallegos v. TD Synnex Corporation*, No. 2023LA000062 (Cir. Ct. Will Cnty., Ill. 2023) (same); *Willoughby v. Lincoln Insurance Agency*, No. 2022CH01917 (Cir. Ct. Cook Cnty., Ill. 2022) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018CH06589 (Cir. Ct. Cook Cnty., Ill. 2020) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018CH02140 (Cir. Ct. Cook Cnty., Ill. 2018) (same); *Preplipceanu v. Jumio Corp.*, No. 2018CH15883 (Cir. Ct. Cook Cnty., Ill. 2020) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017CH09323 (Cir. Ct. Cook Cnty., Ill., 2019) (same); *Sekura v. L.A. Tan Enterprises, Inc.*, No. 2015CH16694 (Cir. Ct. Cook Cnty., Ill. 2016) (same).

As the foregoing cases demonstrate, Plaintiff's request for 35% of the Settlement Fund is reasonable and well within the range of fees recently approved by courts in BIPA class action settlements.

2. The relief obtained on behalf of class members further justifies Class Counsel's requested fee award.

As noted in Plaintiff's preliminary approval papers, the Settlement achieved by Class Counsel provides significant relief to Class Members, resulting in a Settlement Fund of \$80,000. Beaumont Decl. ¶ 7. This amounts to a gross award of \$808.08 dollars to each Class Member. *Id.* This is considerably more relief per class member than other BIPA settlements approved in recent years. *See, e.g., Devose v. Ron's Staffing Services, Inc.*, No. 2019L1022 (Cir. Ct. Will Cnty., 2023) (settlement fund equal to \$307 per class member); *Sharrieff v. Raymond Mgmt Co.*, No. 2018CH01496 (Cir. Ct. Cook Cnty., 2019) (settlement fund equal to \$223 per class member); *Figueroa v. Kronos Incorporated*, No. 19-cv-01306, (N.D. Ill. 2022) (settlement fund equal to \$186 per class member); *Marshall v. Life Time Fitness, Inc.*, 2017CH14262 (Cir. Ct. Cook Cnty., 2019) (settlement fund equal to \$400 per class member); *Rafidia v. KeyMe, Inc.*, 2018CH11240

(Cook Cnty. Dec. 13, 2019) (settlement fund equal to \$515 per class member); *King v. PeopleNet Corporation*, No. 2021CH01602 (Cir. Ct. Cook Cnty., 2021) (settlement fund equal to \$190 per class member); *Lopez v. Multimedia Marketing & Sales, Inc.*, No. 2017CH15750 (Cir. Ct. Cook Cnty., 2021) (settlement fund equal to \$565 per class member); *Kusinski v. ADP, LLC*, No. 2017CH12364 (Cir. Ct. Cook Cnty., 2021) (settlement fund equal to \$78 per class member); *Thome v. Novatime Tech., Inc.*, No. 19-cv-6256 (N.D. Ill. 2021) (settlement fund equal to \$66 per class member); *Zepeda, supra* (settlement fund equal to \$500 per class member); *Zhirovetskiy, supra* (settlement fund equal to \$450 per class member); *Preplipceanu, supra* (settlement fund equal to \$262 per class member); *Sekura, supra* (settlement fund equal to \$40 per class member).

Given that the relief obtained by Class Counsel in this case is higher than many other previously approved BIPA class settlements, the requested attorneys' fee award of 35% of the Settlement Fund is reasonable and fair.

3. The requested percentage of attorneys' fees is appropriate in light of the significant risks posed by this litigation.

The attorneys' fees requested by Class Counsel are also reasonable considering the contingent nature of their representation and the substantial risk of bringing a case under an unsettled law like the BIPA. *See Sabon* at ¶ 59 (upholding class counsel's fee award based on percentage-of-the-fund in light of the "substantial risk in prosecuting [the] case under a contingency fee agreement" and the defenses available to the defendant). Here, Class Counsel took this case on a contingent basis, meaning that there was a real risk that they would not be paid at all. *See Sutton v. Bernard*, 504 F.3d 688, 693-94 (7th Cir. 2007) ("We recognize that there is generally some degree of risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class because their fee is linked to the success of the suit."). This risk is particularly acute in cases involving a comparatively new law like the BIPA—where the

meaning of the statute remains murky at best, and there are still many arrows in Defendant’s quiver that could defeat liability. For instance, Illinois appellate courts have yet to resolve: (i) whether biometric cameras—like those at issue in this case—actually collect “biometrics” within the meaning of the BIPA; (ii) what constitutes adequate “consent” under the BIPA; (iii) whether the BIPA protects non-Illinois residents who have their biometrics collected in Illinois; (iv) whether workers who are placed at a BIPA-defendant’s jobsite by a third-party staffing company have a claim against that defendant under the BIPA; (v) whether the doctrine of *laches* precludes BIPA plaintiffs from bringing claims under the Act; (vi) whether the damages potentially awardable under the BIPA make the statute unconstitutional; and (vii) whether the damages potentially awardable under the BIPA make it an unfit candidate for class certification.

Any of these defenses, if successful, could result in some or all Class Members in this case receiving no compensation whatsoever. By way of example, in November 2023, the Illinois Supreme Court found in *Mosby v. Ingalls Mem’l Hosp.*, 2023 IL 129081, that the HIPAA protects certain BIPA-defendants in the healthcare field from lawsuits by their employees. *Id.* ¶ 57. The Supreme Court in *Mosby* was overturning the First District, who had reached the opposite conclusion on the very same question in September 2022. *See Mosby v. Ingalls Mem’l Hosp.*, 2022 IL App (1st) 200822, ¶ 71. While it is true that the case at bar does not involve the healthcare industry, *Mosby* marks the *third* decision by the Illinois Supreme Court in a single calendar year regarding the application of the BIPA⁴— and it serves as a cautionary reminder that the BIPA is a hotly-litigated (and appealed) area of the law where there are many unsettled questions.

⁴ The other two being *Cothron v. White Castle Sys., Inc.*, 2023 IL 128004 (deciding the accrual period for 15(b) claims) and *Tims v. Black Horse Carriers., Inc.*, 2023 IL 127801 (deciding the statute of limitations period for BIPA claims).

Nonetheless, despite the uncertainty of the BIPA and the foregoing defenses, Class Counsel took on Plaintiff's case with no guarantee of payment, and devoted significant time and resources towards achieving a favorable outcome for the class. Beaumont Decl. ¶¶ 9, 14. Class Counsel had to make this commitment at the outset of the case, without knowing how long the case would take to resolve, if ever. *Id.* In addition to attorney time spent on the case, Class Counsel also advanced out-of-pocket expenses, again with no guarantee of repayment. Beaumont Decl. ¶ 15. If the case had proceeded further into litigation, this time and expense would have increased many-fold, and Class Counsel would need to advance resources potentially for several years to litigate this action through judgment and appeals.

In the face of these risks, Class Counsel succeeded in negotiating and securing a settlement on behalf of Settlement Class which creates a \$80,000 Settlement Fund and provides Class Members significant monetary and non-monetary relief immediately—as opposed to years from now, or perhaps never—and it overall represents a great result that counsels in favor of granting Class Counsel's fee request.

V. NO CLASS MEMBER HAS OBJECTED TO CLASS COUNSEL'S REQUESTED FEES

Pursuant to this Court's November 12, 2025 order, Class Members have an opportunity to object to Class Counsel's request for fees. Beaumont Decl. ¶ 12. The class notice that was issued in this matter notified Class Members of the percentage of the Settlement Fund that Class Counsel intended to seek for attorneys' fees, and informed Class Members that they could object to the settlement and/or to the attorneys' fees sought. *Id.* As of the time of this filing, zero Class Members objected to either the Settlement or Class Counsel's requested fees. Beaumont Decl., ¶ 13. This lack of opposition demonstrates support from the Class of undersigned counsel's fee request, and supports its approval. *See, e.g., Gupta v. Power Sols. Int'l, Inc.*, 2019 WL 2135914, at *2 (N.D. Ill.

May 13, 2019) (finding that a lack of objections as to class counsel's fee request was a factor in approving the fee award).

VI. THE REQUESTED INCENTIVE AWARD IS REASONABLE AND SHOULD BE APPROVED

Pursuant to the Parties' settlement, Defendant has agreed to pay an incentive award to the named Plaintiff in the amount of \$5,000. Illinois courts routinely approve incentive awards to named plaintiffs in class actions. *See, e.g., GMAC Mrtg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992) (incentive awards are typical in class action cases, and serve to encourage the filing of class action suits) (citations omitted); *Coy v. CCN Managed Care, Inc.*, 2011 IL App. 5th 100068-U, 2011 WL 10500933 (5th Dist. 2011) (approving the incentive award agreed upon by the parties). Indeed, "since without the named plaintiff there can be no class action, such compensation may be necessary to induce [them] to participate in the suit." *In re Cont'l Ill Sec. Litig.*, 962 F. 2d 566, 571 (7th Cir. 1992). *See also* 299 F.R.D. 160, NACA Guideline 5 (West 2014) ("Consumers who represent an entire class should be compensated reasonably when their efforts are successful...[and] many cases note the public policy reasons for encouraging individuals with small personal stakes to serve as class plaintiffs in meritorious cases." *Id.*

This case is no different. Plaintiff's participation has been instrumental in the prosecution and ultimate settlement of this action. Here, Plaintiff spent substantial time (i) assisting with the investigation of this action and the drafting of the complaint, (ii) remaining in contact with Class Counsel, and (iii) staying informed of the status of the action, including settlement. Beaumont Decl. ¶¶ 17-19. The Plaintiff was also willing to open himself to discovery and serve as a public champion of the class. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 601 (N.D. Ill. 2011) ("Class Representative's willingness to publicly place their names on this suit and open themselves up to scrutiny and attention is certainly worth some remuneration."). Accordingly, compensating

Plaintiff for the risk and effort he undertook to benefit Class Members is reasonable under the circumstances, especially considering the positive result obtained. Moreover, no objection to the Incentive Award has been raised to date. Beaumont Decl. ¶ 13. Thus, an Incentive Award of \$5,000 to Plaintiff is reasonable and should be approved.

VII. CONCLUSION

For the foregoing reasons, Plaintiff and Class Counsel respectfully request that the Court approve an incentive award of \$5,000 to the Plaintiff and approve an award of attorneys' fees of 35% of the Settlement Fund, or \$28,000, to Class Counsel. As demonstrated above, the requested awards are (i) appropriate under governing Illinois law; (ii) consistent with the awards in other BIPA class action settlements in Illinois; and (iii) constitute fair compensation to Class Counsel and the Plaintiff for achieving a great result in this case.

Dated: January 28, 2026

Respectfully submitted,

/s/ William H. Beaumont

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CERTIFICATE OF SERVICE

I hereby certifying that the foregoing has been served on all counsel of record via the Odyssey e-file system on today's date, January 28, 2026.

/s/ William H. Beaumont

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

CHARLES WALLACE, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

SARGENT LOGISTICS, INC.,

Defendant.

Case No.: 2024CH09236

Honorable Neil H. Cohen

**DECLARATION OF WILLIAM H. BEAUMONT IN SUPPORT OF
PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND INCENTIVE AWARD**

I, William H. Beaumont, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am a Member at Beaumont LLC and counsel of record for Plaintiff in this action. I make this declaration in support of Plaintiff's Motion for Attorneys' Fees and Incentive Award, filed herewith.

2. I was barred in the state of Louisiana in 2010 and Illinois in 2016. I am additionally a member of the trial bar of the Northern District of Illinois.

3. My co-counsel Aaron Welo and I work for my firm, Beaumont LLC. I have been in practice for more than fifteen years and have offices in Chicago, Illinois and New Orleans, Louisiana. I began my practice in the areas of criminal defense and personal injury, and have accrued experience in all phases of litigation, including extensive trial experience, in the course of representing many hundreds of individual litigants. My cases have been reported by major news outlets like Popular Science, USA Today, and the Wall Street Journal.

4. I have been named lead class counsel more than 50 collective and class action cases and have recovered tens of millions of dollars for class members in state and federal courts around the country. *See e.g., Goldschmidt v. Rack Room Shoes, Inc.*, Case No. 18-CV-21220 (S.D. Fl. Jan. 15, 2020) (\$25 million nationwide class settlement under the Telephone Consumer Protection Act); *Fischer, et al. v. Instant Checkmate LLC*, No. 19-cv-04892 (N.D. Ill. Mar. 31, 2022) (successfully certifying the first class action in history under the Illinois Right of Publicity Act, and ultimately obtaining a multistate class settlement of \$10 million); *Butler v. Whitepages, Inc.*, No. 19-cv-04871, (N.D. Ill., Sept. 29, 2022) (\$4 million class settlement under Ohio and Illinois right of publicity law); *Moore v. Lutheran Senior Services*, No. 2021-L-000506, (Cir. Ct. Madison County) (\$1.5 million class settlement under the BIPA); *Hernandez v. Onin Group Midwest, LLC et al.*, No. 2021-L-000351 (Cir. Ct. Kane County) (\$1.1 million class settlement under the BIPA); *Gallegos v. TD Synnex Corporation*, Case No. 2023LA62 (Cir. Ct. Will County) (\$1.6 million class settlement under the BIPA).

5. Currently, I serve as Plaintiff's counsel in over ten other BIPA class actions. I regularly apprise ourselves of updates in the law of the BIPA, and continuously track filings and settlements in that field.

6. I conservatively estimate that I have reviewed more than 75 BIPA class settlements over the past five years. I am not aware of a single BIPA settlement where a court declined to award class counsel fees based a percentage-of-the-recovery method and instead used a lodestar method of calculation.

7. Under the terms of the Parties' settlement in this case ("Settlement" or "Agreement") the Defendant has agreed to make available a Settlement Fund of \$80,000. This Settlement Fund was calculated by dividing the Settlement Fund by the total number of Class

Members (99). Each Class Member will be entitled to a cash payment equal to \$808.08 (before deductions for fees and costs).

8. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims, and Plaintiff's and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

9. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive Plaintiff and Class Members of any potential relief whatsoever. Defendant is represented by experienced attorneys who have made clear that absent a settlement, they are prepared to continue their vigorous defense of this case. Because of the unsettled nature of the BIPA, there remain numerous undecided issues which, if decided unfavorably to Plaintiff, could result in Class Members receiving no compensation. Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision.

10. Based on my experience, and also my review of past BIPA class settlements, I can say that the Parties' proposed settlement in this case is a great result for Class Members and is commensurate with other BIPA class settlements in recent years. I also believe, based on my experience with other BIPA settlements, that my firm's request for attorneys' fees equal to 35% of the Settlement Fund is reasonable and appropriate.

11. Since the Court preliminarily approved the Parties' Settlement, my firm has worked with the Settlement Administrator, Analytics Consulting, LLC ("Analytics"), to carry out the Court-ordered notice plan.

12. The class notice which issued to Class Members in this matter notified those Class

Members of the percentage of the Settlement Fund that Class Counsel intended to seek for attorneys' fees. The notice also informed Class Members that they could object to the settlement and/or to the attorneys' fees sought.

13. The final date to object to the Parties' settlement is February 10, 2026. As of Monday, January 26, 2026, there had been zero objections made by any Class Member to either the Settlement, Class Counsel's request for fees, or Plaintiff's incentive award.

14. From the outset of this litigation, my firm anticipated spending hundreds of hours litigating the claims at issue with no guarantee of success. We understood that prosecution of this case would require that other work be foregone, that there was significant uncertainty surrounding the applicable legal issues, and that there would be significant opposition from a defendant with substantial resources. My firm has devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation and, as a result, has been forced to forego other new matters that we otherwise would have taken on.

15. Additionally, my firm has expended out-of-pocket costs and expenses in connection with the investigation, prosecution, and resolution of this litigation. My firm is not seeking reimbursement for these expenses separate from the fees we request from the Settlement Fund.

16. In addition to the work my firm has performed thus far, I anticipate that my firm will expend a substantial amount of additional time in the future performing work in connection with the fairness hearing, coordinating with Analytics, monitoring settlement administration, and responding to Settlement Class Member inquiries before this litigation and the settlement administration and distribution process comes to an end.

17. I am of the opinion that the Plaintiff's active involvement in this case was critical

to its ultimate resolution. He took his role as class representatives seriously, devoting significant amounts of time and effort to protecting the interests of the Class. Without his willingness to assume the risks and responsibilities of serving as class representative, I do not believe such a strong result could have been achieved.

18. Plaintiff equipped my firm with critical details regarding his employment with Defendant. He also assisted us in investigating his claims, aided in drafting the complaint, prepared to participate in discovery, and stayed in frequent contact with Class Counsel. Plaintiff was also ready to testify at deposition and trial, if necessary; and he was actively consulted during the settlement process.

19. In short, Plaintiff assisted Class Counsel in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential.

I declare under penalty of perjury that the above and foregoing is true and accurate.

Executed January 28, 2026.

/s William H. Beaumont