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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS

MARENYA MONTGOMERY, individually and on behalf of all other similarly situated, Plaintiff, vs. VAYAN GROUP, LLC, Defendant.	Case No: 1:26-cv-01154- MMM-RLH

PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY CLASS ACTION SETTLEMENT APPROVAL

Pursuant to Fed. R. Civ. P. 23 (e), Plaintiff Marenya Montgomery moves for preliminary approval of her class action Settlement with Defendant Vayan Group, LLC ("Defendant" or "Vayan"). This Settlement would resolve Plaintiff's and the class members' claims against Vayan under the Illinois Biometric Information Privacy Act ("BIPA"). The Settlement Agreement is attached as **Exhibit A**, and the proposed order certifying the Settlement Class and granting preliminary approval of the Settlement is attached as **Exhibit B**.

I. INTRODUCTION

Under the Settlement, Vayan will resolve the claims of the Settlement Class against Vayan by paying $104,720 into a non-reversionary Settlement Fund to be divided *pro rata* among the 272 Settlement Class Members, net of the costs of notice and administration and court-approved class representative incentive award and attorneys' fees and costs. Counsel estimates each Settlement

Class Member will receive a net cash payment of $194 without the need to even submit a claim. This is a fair net value given the new BIPA landscape.

For years, BIPA settlements had a relatively high net cash payout per class member because BIPA damages could be calculated on a per scan basis. However, in 2024, the Illinois General Assembly amended BIPA's damages provision to limit recovery for repeated violations involving the same individual. Specifically, where a private entity collects or otherwise obtains the same person's biometric identifier or biometric information more than once in violation of Section 15(b), using the same method of collection, the repeated collections constitute a single violation for which the individual is entitled to, at most, one recovery. 740 ILCS 14/20(b). The amendment similarly provides that repeated disclosures of the same person's biometric information to the same recipient using the same method constitute a single violation for purposes of recovery under Section 15(d). 740 ILCS 14/20(c). *See* Pub. Act 103-0769, § 5 (eff. Aug. 2, 2024).

Thus, unlike the per-scan accrual framework recognized in *Cothron v. White Castle Sys., Inc.,* the current version of BIPA generally limits a class member to a single statutory recovery for repeated violations involving the same collection method, materially limiting the potential statutory damages available in this Action. 2023 IL 128004, ¶ 45, 216 N.E.3d 918, 929.

Critically, earlier this year, the Seventh Circuit held that the 2024 amendment to BIPA's damages provision applies retroactively. *Clay v. Union Pac. R.R. Co.*, 171 F.4th 975, 979 (7th Cir. 2026). Thus, any Settlement Class member's claims that occurred prior to August 2, 2024 are subject to just one recovery, no matter how many violations occur.

As further explained below, the Settlement Class meets the requirements for class certification, the Settlement merits a preliminary determination of reasonableness under the factors

for evaluating settlements, and thus notice should be sent to the class to advise them of the Settlement and give them a chance to comment on it or opt out.

Accordingly, Plaintiff respectfully moves the Court to: (a) certify the Settlement Class; (b) appoint Plaintiff as class representative; (c) appoint his attorney Matthew Peterson of Consumer Law Advocate, PLLC as class counsel; (d) grant preliminary approval of the Settlement and the plan for giving notice to the Settlement Class as set forth in the Settlement Agreement; (e) set this matter for a final approval hearing; and (f) grant such other relief as deemed just.

II. CASE BACKGROUND

A. The Illinois Biometric Information Privacy Act

Recognizing the importance of the security of individuals' biometrics, the Illinois General Assembly enacted BIPA, which features several safeguards to protect Illinois citizens' ability to maintain control over their "biometric identifiers" and "biometric information" (collectively referred to herein as "biometric data"). Under BIPA, "biometric identifiers" include scans of individuals facial geometry, and "biometric information" is any information based on an individual's biometric identifier used to identify an individual. 740 ILCS 14/10.

One such safeguard is Section 15 (b)'s informed consent regime, which prohibits collecting a person's biometric data without first: (1) informing the person in writing that biometric data is being collected or stored, and the purpose and length of term for which it is being collected, stored, and used; and (2) having the person sign a written release consenting to collection of their biometric data. 740 ILCS 14/15 (b).

A second safeguard is Section 15 (a), which requires private entities in possession of a person's biometric data to develop a written, publicly-available policy establishing a retention schedule and guidelines for destroying the data when the initial purpose for collecting or obtaining

it has been satisfied, or 3 years after the person's last interaction with the entity, whichever occurs first, and to actually destroy the data within those timeframes. 740 ILCS 14/15 (a).

To facilitate enforcement of these protections, BIPA provides for recovery of $1,000 liquidated damages for any negligent violation and $5,000 liquidated damages for any intentional violation, subject to reduction at the court's discretion, plus recovery of the successful plaintiff's attorneys' fees and expenses. 740 ILCS 14/20.

As mentioned above, repeated violations involving the same method of collection are treated as a single violation for purposes of recovery, rather than giving rise to a separate recovery for each occurrence. *Clay*, 171 F.4th 975, 979 (7th Cir. 2026).

B. <u>The Alleged BIPA Violations and Vayan's Alleged Defenses</u>

Plaintiff and the Settlement Class members all worked at Vayan's premises. Vayan utilized a biometric timekeeping system that required individuals to scan their fingerprints when clocking in and out of each shift, which Plaintiff alleges resulted in the collection of their biometric information.

Plaintiff also alleged that despite Vayan permitting this capture of its workers' biometric data at its facility, it had no policy for handling their biometric data as required by BIPA § 15 (a), and did not inform them their biometric data would be captured or kept or have them sign releases authorizing that capture, as required by BIPA § 15 (b).

Accordingly, Plaintiff sued Vayan for violating her and Settlement Class members' BIPA rights, to recover liquidated damages, expenses, and attorneys' fees, as BIPA provides. Vayan denies Plaintiff's contentions and denies that it violated BIPA.

C. Procedural History and Work Leading to the Settlement

On March 15, 2026, Plaintiff filed this Action in the Circuit Court of McLean County, Illinois, alleging that Vayan violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* On April 17, 2026 Vayan removed the action to this Court.

Immediately following removal, the Parties commenced informal discovery and engaged in discussions concerning a potential class-wide resolution. On July 30, 2026, while the Parties were finalizing the Settlement Agreement and related settlement documents, they filed a Notice of Settlement with this Court.

III. SUMMARY OF THE PROPOSED SETTLEMENT

The key terms of the proposed Settlement are:

A. Settlement Class Definition

The Settlement Class is defined as follows:

> The approximately 272 individuals whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in Illinois between March 1, 2021 and [Preliminary Approval].

*(***Exhibit A** (Settlement Agreement) at ¶31).

B. Monetary Relief for Settlement Class Members

The Settlement Agreement requires Vayan to create a non-reversionary Settlement Fund of One-Hundred-Four Thousand, Seven Hundred Twenty, and No/100 Dollars ($104,720.00), from which each Settlement Class Member will receive, without the need to submit a claim, a *pro rata* share after deduction of the costs of notice and administration, and the court-approved class representative incentive award, and court-approved attorneys' fees and litigation costs. (*See* **Exhibit A** (Settlement Agreement), ¶46). No portion of the Settlement Fund will revert to Vayan. As such, the settlement administrator will automatically issue checks to each Settlement

Class Member who does not opt out, and the checks will remain valid for 90 days from issuance. (*Id.*). Thus, each of the 272 Settlement Class Members (minus any opt-outs) will receive an estimated $194 net.

If, after the expiration date of the checks distributed, there remains money in the Settlement Fund, any amounts would go to Prairie State Legal Aid, as a *cy pres*, subject to Court approval (*Id.*, ¶46).

C. Class Representative Service Payment

Plaintiff will petition for a service payment for bringing this suit for the class, preparing for a mediation that ultimately did not occur, but led to the settlement nonetheless, regularly communicating with class counsel about the case, and achieving this settlement for the class.

Service payments are routinely approved in BIPA class actions.[1] The notice shall advise the Settlement Class of the request for a $5,000 service award.

D. Payment of Attorneys' Fees and Expenses

Plaintiff will also petition for an award of 36% of the Settlement Fund for her counsel's attorneys' fees and expenses, which is less than the 38% and 40% routinely granted in BIPA class actions.[2] The notice shall also advise the class of the 36% attorneys' fees and cost request.

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[1] *See, e.g., Rapai v. Hyatt Corp.*, No. 2017-CH-14483 (Cir. Ct. Cook Cnty. Jan. 26, 2022) (awarding $12,500 incentive award to BIPA class representative); *Dixon v. Wash. & Jane Smith Cmty*, No. 1:17-cv-08033 (N.D. Ill., Aug. 20, 2019), ECF No. 103 (awarding $10,000 service award to BIPA class representative); *Heidelberg v. Forman Mills Inc.*, No. 2020-CH-4079 (Cir. Ct. Cook Cnty. Aug. 22, 2023) (same); *Prelipceanu*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (same); *Zhirovetskiy*, No. 2017-CH-09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *Roach v. Walmart Inc.* No. 2019-CH-01107 (Cir. Ct. Cook Cnty. June 16, 2021) (same)

[2] *See Aspel v. Incode Technologies Inc.*, Grundy County, Case No. 23LA59 (Nov. 27, 2024) (approving $1,520,000.00 in attorneys' fees, 38% of a $4,000,000 settlement, plus $744.50 in costs); *McGowan v. Veriff, Inc.*, DuPage County, Case No. 2021L001202 (May 10, 2023) (approving $1,520,000.00 in attorneys' fees, 38% of a $4,000,000 settlement, plus $13,489.27 in costs).

IV. THE SETTLEMENT CLASS SHOULD BE CERTIFIED

Prior to evaluating the proposed Settlement, the Court must confirm the class meets the requirements for class certification. *See In re Tiktok, Inc., Consumer Privacy Litig.*, 565 F. Supp. 3d 1076, 1083 (N.D. Ill. 2021). This is easily done here, as "Federal and state courts in Illinois routinely certify class actions under BIPA." *Howe v. Speedway LLC*, 2024 U.S. Dist. LEXIS 176263, *54 (N.D. Ill. Sept. 29, 2024) (collecting cases).

A class is proper when: (1) it is so numerous joinder of all members as parties would be impracticable ("Numerosity"); (2) the class claims present one or more common questions of law or fact that predominate over any questions affecting only individual members ("Commonality and Predominance"); (3) the named plaintiff's claim is typical of the class's claims ("Typicality"); (4) the named plaintiff will fairly and adequately represent the class ("Adequacy"); and (5) a class action is a superior method for fairly and efficiently resolving the dispute. ("Superiority"). *See* Fed. R. Civ. P. 23 (a) and (b); and *Svoboda v. Amazon.com, Inc.*, 2024 U.S. Dist. LEXIS 58867, *10-11 (N.D. Ill. Mar. 30, 2024).[3] Here, the Settlement Class readily meets each requirement.

A. Numerosity Is Met.

"[A] forty-member class is often regarded as sufficient to meet the numerosity requirement." *Howe*, 2024 U.S. Dist. LEXIS 176263, *47 (BIPA case, quoting *Mulvania v. Sheriff of Rock Island Cnty.*, 850 F.3d 849, 859 (7th Cir. 2017)). The class easily clears this low bar because, as shown, it has 272 members. Accordingly, the numerosity requirement is met.

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[3] An implied class certification requirement is the class also be "ascertainable," which simply means it must defined clearly and "based on objective criteria." *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 659 and 672 (7th Cir. 2015). That is the case here because class membership turns on whether a person clocked in using a biometric timekeeping clock. Indeed, not only is the class ascertainable, it has already been ascertained, as Vayan has identified 272 individuals who used the biometric timekeeping clock during the relevant period.

B. Commonality and Predominance Are Met.

To meet the commonality and predominance requirements of Rule 23 (a) and (b)(3), the class claims need only present one common issue of law *or* fact that "predominates" over any issues individually affecting class members. *See* Fed. R. Civ. P. 23 (a)(2) and (b)(3); *Chi. Teachers Union, Local No. 1 v. Bd. of Educ. of Chi.*, 797 F.3d 426, 434 (7th Cir. 2015) ("a court need only find a single common question of law or fact ..."). This case easily satisfies both elements.

First, this case presents multiple common questions, including: (1) whether the biometric clock collected the class members' "biometric information;" and (2) whether Vayan was obligated to and gave class members the disclosures and had them sign the release BIPA requires. *See Svoboda*, 2024 U.S. Dist. LEXIS 58867, *22-23 ("Plaintiffs' and the class's BIPA claims depend upon the same contention and alleged unlawful course of conduct: [Defendant's] use of scans of face geometry and face templates.") (brackets added); *Tapia-Rendon v. United Tape & Finishing Co.*, 2023 U.S. Dist. LEXIS 142773, *13-14 (N.D. Ill. Aug. 15, 2023) ("The putative classes therefore share common questions, including factual questions about the functionality of [the] devices and their collection and storage of class members' data, as well as legal questions about whether that collection and storage constitutes a violation of the BIPA.") (brackets added).

Second, these common questions "predominate" because they "represent a significant aspect of a case and can be resolved for all members of a class in a single adjudication." *Id.* (quoting *Messner v. NorthShore Univ. HealthSystem*, 669 F.3d 802, 815 (7th Cir. 2012)). Specifically, they will resolve Vayan's liability and defenses, and can be decided for all class members in one fell swoop because they turn on the same proof, *i.e.*, the evidence showing: (a) the workers' fingerprint data; and (b) Vayan was obligated to but did not give the

workers the disclosures or have them sign the releases BIPA requires. *Svoboda*, 2024 U.S. Dist. LEXIS 58867, *26-27 (common questions predominate where claims "can be resolved through class-wide evidence"); and *Rogers v. BNSF Ry. Co.*, 2022 U.S. Dist. LEXIS 50847, *8 (N.D. Ill. Mar. 22, 2022) (finding predominance met because "the questions of law and fact underlying the class members' BIPA claims are essentially identical and will be premised on common proof.").

Accordingly, as courts unanimously find in BIPA cases, the "commonality" and "predominance" requirements are met. *See, e.g., Svoboda, supra*, at *26-27; *Rogers, supra*, at *8.

C. Typicality Is Met.

The test for "typicality" is simply whether the plaintiff's claim "arises from the same event or practice or course of conduct that gives rise to the claims of the other class members and his or her claims are based on the same legal theory." *Howe*, 2024 U.S. Dist. LEXIS 176263, *49-50 (BIPA case, quoting *Howard v. Cook Cnty. Sheriff's Off.*, 989 F.3d 587, 605 (7th Cir. 2021)).

This case meets the test because Plaintiff's and the class members' claims are identical. Again, they all stem from them having to use a biometric clock to track their work time at Vayan without Vayan first giving them written notice their biometric data would be collected, or having them sign a release authorizing the collection, as BIPA requires.

Accordingly, the typicality requirement is met. *See Rogers*, 2022 U.S. Dist. LEXIS 50847, *6 (typicality met where the plaintiff's BIPA "claim is virtually identical to the claims of the proposed class members, as it arises from a uniform course of conduct ...").

D. Adequacy Is Met.

The adequacy requirement "is satisfied where the named representative (1) has retained competent counsel, (2) has a sufficient interest in the outcome of the case to ensure vigorous

advocacy, and (3) does not have interests antagonistic to those of the class." *Svoboda*, 2024 U.S. Dist. LEXIS 58867, *15 (BIPA case) (quoting *Fournigault v. Indep. OneMortg. Corp.*, 234 F.R.D. 641, 646 (N.D. Ill. 2006)).

Plaintiff has ample interest in the outcome, plus her interests are squarely aligned with, not antagonistic to, the class's interests. Again, she and her fellow class members share identical BIPA claims based on common facts arising from a common course of conduct they allege was unlawful - the collection of their biometric data by Vayan without first being given the notice of right and signing the release BIPA requires - and they all stand to recover statutory liquidated damages BIPA allows if Plaintiff succeeds. *See Svoboda* at *16 (finding plaintiffs adequate because they "seek the same type of recovery as everyone in the class: statutory damages under BIPA.").

Plaintiff's counsel is also adequate, only prosecuting class action cases, and has most recently been appointed class counsel in two BIPA cases.[4] The "adequacy" requirement is met.

E. A Class Action Is Superior to Individual Lawsuits.

Rule 23 also requires a class action be "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23 (b)(3). Plainly that is the case because the alternative is individual lawsuits, and requiring 272 individual actions to litigate the same issues based on the same facts and proofs here would impose an onerous, needless burden on both the class members and the courts. *See Howe*, 2024 U.S. Dist. LEXIS 176263, *55 (BIPA case,

[4] *Aspel v. Incode Technologies Inc.*, Grundy County, Case No. 23LA59 (Nov. 27, 2024) (Sole lead Counsel, $4,000,000 non-reversionary common fund settlement); *Mrozek v. EPAY Systems, Inc.*, 2024CH04688 (Cir. Ct. Cook County, IL)(Co-Lead Class Counsel, $1,526,250 non-reversionary common fund settlement).

finding "superiority" requirement met because "[r]equiring employees to litigate these claims individually would be the exact waste of resources Rule 23 is meant to prevent.").

Plus, none of Rule 23's criteria for evaluating superiority count against certification. Fed. R. Civ.P. 23 (b)(3)(A)-(D). First, it is highly unlikely class members have a significant interest in proceeding individually "as no[ne] have brought individual suits" against Vayan. *Barnes v. Air Line Pilots Ass'n*, 310 F.R.D. 551, 562 (N.D. Ill. Sept. 30, 2015) (brackets added).

Second, the "extent and nature" of any parallel lawsuits is a non-issue because, once again, no class member has filed their own individual BIPA suit against Vayan.

Third, it is desirable to concentrate the litigation in this forum because the events underlying class members' claims exclusively occurred in this district, and the common questions discussed above "should be decided only once." *Id.*

The fourth factor, "the likely difficulties in managing a class action," is a non issue because with a settlement, the "the proposal is there will be no trial." *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997) ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems."). In short, the Settlement Class easily meets the requirements of Federal Rule 23, and it should be certified.

V. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL

The claims of a class only may be settled with court approval. Fed. R. Civ. P. 23 (e). Once the Court determines the class satisfies the requirements for certification, the Court "must determine whether the proposed settlement is 'within the range of possible approval' with regard to the criteria set forth in Rule 23 (e)(2)." *In re Tiktok*, 565 F. Supp. 3d at 1083 (quoting *Gautreaux v. Pierce*, 690 F.2d 616, 621, n.3 (7th Cir. 1982)).

In conducting this inquiry, it is important to keep in mind federal courts strongly favor and encourage settlements, particularly in class actions and other complex matters:

It is axiomatic that the federal courts look with great favor upon the voluntary resolution of litigation through settlement. In the class action context in particular, there is an overriding public interest in favor of settlement. Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.

Armstrong v. Bd. of Sch. Dirs. of the City of Milwaukee, 616 F.2d 305, 312-13 (7th Cir. 1980) (citations and quotations omitted), *overruled on other grounds, Felzen v. Andreas*, 134 F.3d 873, 875 (7th Cir. 1998); *see also Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) ("Federal courts naturally favor the settlement of class action litigation.").

The Rule 23 (e)(2) factors to consider to determine if the settlement is within the range of possible approval include whether: (A) the class representative and class counsel have adequately represented the class; (B) the settlement was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account, (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23 (e)(3); and (D) the settlement treats class members equitably. Fed. R. Civ. P. 23 (e)(2); and, *e.g., Rysewyk v. Sears Holdings Corp*, 2019 U.S. Dist. LEXIS 236004, *11-12 (N.D. Ill. Jan. 29, 2019). As explained below, each of these factors supports preliminary approval here.

A. The class has been adequately represented Fed. R. Civ. P. 23 (e)(2)(A)

Satisfaction of this factor is demonstrated above in the discussion of Plaintiff's and her counsel's adequacy to represent the class for the purposes of class certification. Again, Plaintiff's interests in this case are squarely aligned with those of the class she seeks to represent, as they all share identical claims arising from a common course of conduct and stand to recover the same relief, and Plaintiff has vigorously prosecuted those claims by retaining experienced class counsel, assisting her attorneys in investigating them and preparing the complaint, regularly conferring with her attorneys throughout the litigation, and reviewing and approving the Settlement Agreement.

Likewise, Plaintiff's counsel is adequate because he has only ever practiced plaintiff class action cases, and has litigated multiple BIPA cases to settlement, which enabled him to prosecute this case, and achieve an outstanding Settlement that pays class members a substantial recovery under the new world order of BIPA. The adequate representation factor is plainly met.

B. The Settlement is the product of arm's-length negotiations Fed. aR. Civ. P. 23 (e)(2)(B)

The Settlement was negotiated at arm's length because, as shown above, it is the product of good faith negotiations that factored in the new BIPA landscape. This is also borne out by the terms of the Agreement itself. The settlement is non-reversionary, provides significant cash payments to all members of the Settlement Class without any need for a claim form, and is devoid of any provision that could indicate fraud or collusion. *See Snyder v. OcwenLoan Servicing, LLC*, 2019 U.S. Dist. LEXIS 80926, *15 (N.D. Ill. May 14, 2019) (granting preliminary approval where agreement did not allow reversion of unclaimed funds or contain other terms suggesting something negotiations were not arm's length); *see also Schulte v. Fifth Third Bank*, 2010 U.S. Dist. LEXIS 144810, *15-16, n.5 (N.D. Ill. Sept. 10, 2010) (noting courts "presume the absence of fraud or collusion in negotiating the settlement, unless evidence to the contrary is offered").

C. The relief provided is more than adequate Fed. R. Civ. P. 23 (e)(2)(C)

The relief provided is adequate because the Settlement creates a $104,720 non-reversionary Settlement Fund for a class of 272 persons that will provide each class member with an estimated net payment of $194, which is actually more than the net payouts provided by many other BIPA settlements that were achieved prior to BIPA's 2024 amendment, and close in value to others. *See, e.g., Trotter v. Summit Staffing*, 2019-CH-02731 (Cir. Ct. Cook Cnty. Aug. 4, 2020) (net recovery of $102); *Sekura v. L.A. Tan Enters.*, 2015-CH-16694 (Cir. Ct. Cook Cnty. Dec. 1, 2016) (net recovery of $125 to $150 per claimant); *Prelipceanu v. Jumio Corp.*, 2018-CH-15883 (Cir. Ct. Cook Cnty. July 21, 2020) (net recovery of $262.28 per claimant); *Pelka v. Saren Restaurants Inc.*, 2019-CH-14664 (Cir. Ct. Cook Cnty. Apr. 9, 2021) (net recovery of $289); *Sykes v. Clearstaff, Inc*, 2019-CH-03390 (Cir. Ct. Cook Cnty. Jan 5, 2021) (net recovery of $298.04); *Kusinski v. ADP, LLC*, 2017-CH-12364 (Cook Cnty. Feb. 10, 2021) (net recovery of $375); *O'Sullivan, et al. v. WAM Holdings, Inc., d/b/a All Star Management, Inc.*, 2019-CH-11575 (Cir. Ct. Cook Cnty. Sept. 2, 2021) (net recovery of $384.09); *Marshal v. Life Time Fitness, Inc.*, 2017-CH-14262 (Cir. Ct. Cook Cnty. July 30, 2019) (net recovery of about $270, plus dark web monitoring valued at approximately $130).

What's more, this net payout compares favorably with the potential recoverable damages. BIPA provides a prevailing party may recover $1,000 for negligent violations, which is the likely recovery here. Plus, the Illinois Supreme Court holds courts may award less than the full $1,000. *See Cothron*, 2023 IL 128004, ¶42. As such, the estimated $194 net recovery per class member compared to the potential recovery is plainly fair, reasonable, and adequate.

Finally, as explained below, the sub-factors set forth in Rule 23 (e)(2)(C) further confirm the class relief is adequate.

1. The risks of continued litigation weigh in favor of approval.

Evaluating the relief's adequacy also involves considering the costs, risks, and delay of trial against the immediate benefits afforded by the proposed settlement. Fed. R. Civ. P. 23 (e)(2)(C)(i). This weighs heavily in favor of approval because this Settlement provides immediate and substantial relief while avoiding potentially years of additional costly, complex litigation, and appeals, along with the associated risk of getting nothing. *See Goldsmith v. Tech. Sols. Co.*, 1995 U S. Dist. LEXIS 15093, *14-15 (N.D. Ill. Oct. 10, 1995) ("As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later.")

While Plaintiff remains confident in the strength of her claims, Vayan's defenses could derail any recovery. Most notably, Vayan argues BIPA violates Vayan's constitutional rights.

Moreover, Plaintiff would still need to win class certification. *See* Fed. R. Civ. P. 23 (e)(2), Advisory Comm. Note to 2018 Amendment (courts may consider "whether certification for litigation" would be granted absent settlement). Though Plaintiff maintains this case is ideal for certification, success is not guaranteed, and Vayan would vigorously oppose it.

Taking these realities into account and recognizing the risks involved in any litigation, the monetary relief available to each Settlement Class Member represents an excellent result. Instead of facing the uncertainty of a potential award in their favor years from now that might not even exceed the result achieved here, the Settlement achieves immediate, certain, and substantial relief. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.").

2. The proposed method of distribution is effective.

The next sub-factor analyzes the effectiveness of the proposed method for distributing relief to the class. Fed. R. Civ. P. 23 (e)(2)(C)(ii). Effective distribution methods are those that "get as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible." 4 Newberg on Class Actions § 13:53 (6th ed.).

Here, class members who do not opt-out of the Settlement will automatically be mailed a check, without any need to submit a claim form. *(Exhibit A* (Settlement Agreement) at ¶51). This method is as simple, expeditious, and effective as it gets. *See T.K. v. Bytedance Tech. Co. Ltd.*, 2022 U.S. Dist. LEXIS 65322, *39 (N.D. Ill. Mar. 25, 2022) ("The absence of a claims-made process further supports the conclusion that the Settlement is reasonable.") (citation omitted).

3. The proposed attorney fee award and timing of payment

The final relevant sub-factor analyzes the class relief in light of "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23 (e)(2)(C)(iii).

Here, the Agreement permits Class Counsel to petition the Court for a fee and expense award of 36% of the Settlement Fund, but does not guarantee any set amount.

Class Counsel will file their fee and expense petition in accordance with the Court's schedule, and a copy will be posted on the Settlement Website allowing Class Members to review or object. In short, each of the above subfactors demonstrates the relief provided under the Settlement is more than adequate.

D. The proposed Settlement treats Settlement Class Members equitably Fed. R. Civ. P. 23 (e)(2)(D)

"Generally, a settlement that provides for pro rata shares to each class member will meet this standard." *T.K.*, 2022 U.S. Dist. LEXIS 65322, *42; *see also Ortiz v. Fibreboard Corp.*, 527

U.S. 815, 855 (1999) (where class members are similarly situated with similar claims, equitable treatment is "assured by straightforward pro rata distribution of the limited fund").

That is the case here because the Settlement expressly states the net Settlement Fund will be divided *pro rata* among all Settlement Class Members who do not opt out. **Exhibit A** (Settlement Agreement) at ¶51). Thus, because each such person will receive an equal share, the Settlement necessarily treats Settlement Class Members equitably.

In sum, all of the factors for evaluating whether the Settlement is within the range of possible approval demonstrate the Settlement is fair, reasonable, and adequate, and thus the Settlement should be granted preliminary approval so the Settlements Class Members may be given notice and an opportunity to comment on the Settlement or opt out.

VI. THE PROPOSED NOTICE PLAN SHOULD BE APPROVED

Because the Settlement provides for monetary relief and certification of the class pursuant to Rule 23 (b)(3), the Court must direct class members be sent "the best notice [of the certification and Settlement] that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23 (c)(2)(B) (brackets added). "The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23 (c)(3)." Fed. R. Civ. P. 23 (c)(2)(B).

The proposed notice here provides this information, and thus is adequate. (**Exhibit A** (Settlement Agreement) at Ex. 3 (Mail Notice)). So is the plan for distributing the notice, which

provides it shall be sent by direct mail to each Settlement Class Member for which a working address can be located. (*Id.* at ¶53).

On top of that, the direct-mail notice directs class members to a dedicated Website that will be set up by the Settlement Administrator to provide additional information, including a "long form" notice designed to provide detailed information about all aspects of the Settlement, key case documents *(e.g*. the complaint, settlement agreement, motion for preliminary approval, and fee petition). **Exhibit A** (Settlement Agreement) at ¶58.B., and Ex. 2 (Long Form Notice)). Mailed notice combined with a website for further information is a commonly-approved method for giving notice in class settlements. *See, e.g., Greco v. Ginn Dev. Co., LLC*, 635 F. App'x 628, 634 (11th Cir. 2015) ("all material facts were available to class members because a full copy of the settlement agreement, and the release, were available on a website referenced in the Notice"); *Gupta v. Power Sols. Int'l, Inc.*, 2019 U.S. Dist. LEXIS 83984, *4-5 (N.D. Ill. May 13, 2019) (approving notice provided by mail along with website containing additional information); *City of Greenville v. Syngenta Crop Prot., Inc.*, 904 F.Supp.2d 901, 910 (S.D. Ill. 2012) (same). In short, the notice plan passes muster, and should be approved.

VII. THE MATTER SHOULD BE SET FOR A FINAL APPROVAL HEARING

After giving class members notice and an opportunity to comment on the Settlement or opt out, the last step in the settlement approval process is the formal final approval hearing to allow the Court to hear all matter necessary to finally determine if the settlement is fair, reasonable, and adequate. Accordingly, the proposed preliminary approval order provides a deadline for class counsel to file a motion for final approval addressing any objections to the Settlement and otherwise demonstrating that it merits final approval, and setting a date to hold the hearing on the same. *(***Exhibit B** (Proposed Preliminary Approval Order). The proposed schedule is:

Event	Date
Settlement Notice Date	30 days after issuance of Preliminary Approval
Last day for Plaintiff and Class Counsel to file motion for attorneys' fees, expenses, and service awards	14 days before the Opt-Out/Objection Deadline
Opt-Out Deadline/Objection Deadline	60 days after Settlement Notice Date
Last day for Settlement Class Members to file Claims Forms (excluding time set forth in the Settlement to correct errors or omissions)	60 days after Settlement Notice Date
Last day for Parties to file any motions for final approval, including any responses to objections	14 days before Final Approval Hearing
Final Approval Hearing	No earlier than 75 days after the Settlement Notice Date, or as soon thereafter as practicable

VIII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court: (a) certify the Settlement Class for settlement purposes; (b) appoint Plaintiff as class representative; (c) appoint as class counsel Matthew T. Peterson of Consumer Law Advocate, PLLC; (d) enter the order granting preliminary approval of the Settlement in the form attached as **Exhibit B**, including approval of the plan for giving notice of to the Settlement Class, and setting this matter for a final approval/fairness hearing; and (e) grant such additional relief as deemed just.

Dated: August 17, 2026

By: *<u>/s/ Matthew T. Peterson</u>*

CONSUMER LAW ADVOCATE, PLLC
230 E. Ohio St., Suite 410
Chicago, IL 60611
Telephone: (815) 999-9130
mtp@lawsforconsumers.com
ARDC# 6321290

CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 7.1(B)(4)(C), the undersigned certifies that the foregoing Memorandum complies with the type volume limitation set forth in Local Rule 7.1(B)(4). According to the word-count function of Microsoft Word, the Memorandum contains 5,355 words and therefore does not exceed the 7,000-word limitation.

Dated: August 17, 2026

By: *<u>/s/ Matthew T. Peterson</u>*

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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among: (1) Plaintiff Marenya Montgomery, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) Vayan Group LLC.

II. DEFINITIONS

2. "***Action***" means the pending action styled *Marenya Montgomery v. Vayan Group LLC* (Case No. 1:26-cv-01154-MMM-RLH, Central District of Illinois).

3. "***Agreement***" means this Settlement Agreement and Release.

4. "***Attorneys' Fees and Litigation Expenses***" means the attorneys' fees and litigation expenses (case filing fee and service of process cost) to be requested by Class Counsel subject to Court approval in accordance with this Agreement to be paid out of the Settlement Fund.

5. "***Class Counsel***" means Matthew T. Peterson of Consumer Law Advocate, PLLC.

6. "***Class List***" means the list of approximately 272 Settlement Class Members (including email address and last known U.S. address (in the event the email is undeliverable)), which Defendant shall produce to the Settlement Administrator within 7 days of Preliminary Approval.

7. "***Class Period***" means the period from March 2021 through Preliminary Approval.

8. "***Court***" means the United States District Court, Central District of Illinois, Peoria Division.

9. "***Defendant***" means Vayan Group, LLC.

10. "***Escrow Account***" means an escrow account to be created and administered by the Settlement Administrator to receive and disburse Settlement Funds in accordance with this Agreement.

11. "***Execution***" means the signing of this Agreement by all signatories hereto.

12. "***Final Approval Hearing***" means the hearing during which the Court considers the Parties' request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of Attorneys' Fees and Litigation Expenses awarded to Class Counsel and the amount of any Settlement Class Representative Incentive Payment.

13. "***Final Approval Order***" means the final judgment and order of dismissal approving the Settlement and dismissing the Action with prejudice, which the Parties agree to propose substantially in the form attached hereto as Exhibit 1. "Final Approval" occurs on the date that the Court enters the Final Approval Order.

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14. ***"Long Form Notice"*** means the detailed notice of the Settlement that describes the material terms of the Settlement; the rights and options of Settlement Class Members (including how to object, or opt out); key deadlines; and other information required by applicable law. The Long Form Notice will be made available exclusively on the Settlement website and will not be mailed to Settlement Class Members. The Long Form Notice appears as Exhibit 2 attached hereto.

15. "***Notice***" means the notice of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit 3.

16. "***Notice and Administration Costs***" means any and all costs and fees associated with administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Funds, all costs of providing notice to the Settlement Class, costs for creating the Notice, Settlement website Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement

17. "***Notice Deadline***" means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties agree to propose that the Notice Deadline be twenty one (21) days following the entry of the Preliminary Approval Order, unless extended by the Court.

18. "***Opt-Out Request***" means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

19. "***Opt-Out/Objection Period***" means the approximately 60-day period that begins the day Notice is first sent and ends on the opt-out and objection deadline specified by the Court. The deadline for Settlement Class Members to opt out of the Settlement or to object to the Settlement will be specified in the Notice.

20. "***Parties***" means Plaintiff and Defendant.

21. "***Plaintiff***" means Marenya Montgomery.

22. ***"Preliminary Approval"*** means the Court's Order Granting Preliminary Approval of the Agreement.

23. ***"Preliminary Approval Order"*** means the proposed Order granting Preliminary Approval substantially in the form attached hereto as Exhibit 4.

24. "***Release***" means the release of the Released Claims against the Released Parties by the Releasing Settlement Class Members.

25. "***Released Claims***" means all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever arising out of the operative facts set forth in this Action alleging violations

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of the Illinois Biometric Information Privacy Act (740 ILCS 14/) et seq ("BIPA") as of the Settlement Effective Date.

26. "***Released Parties***" means Defendant and all of its affiliates, wholly-owned subsidiaries and affiliates, and their present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant had a controlling interest or which are affiliated with Defendant, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities.

27. "***Releasing Settlement Class Members***" means Plaintiff and all Settlement Class Members, other than those who submit timely and proper Opt-Out Requests.

28. "***Settlement***" means the compromise and settlement of the Action as contemplated by this Agreement.

29. "***Settlement Administrator***" means the settlement administration company approved by the Court. The Settlement Administrator shall be responsible for providing the class Notice as well as the services related to the administration of the Settlement that are addressed and defined herein.

30. "***Settlement Award***" means the cash payment available to each eligible Settlement Class Members who do not timely opt out of the Settlement.

31. "***Settlement Class***" means the individuals defined and identified as follows:

> The approximately 272 individuals whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed by Defendant in Illinois between March 1, 2021 and [Preliminary Approval].
>
> The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the 7th Circuit Court of Appeals; (3) the immediate families of the preceding person(s); (4) any Released Party; (5) any Settlement Class Member who timely opts out of this Action; (6) any counsel of record; and (7) any class member who had already released the claims at issue in this Agreement with Defendant.

32. "***Settlement Class Members***" means the Settlement Class Representative and all members of the Settlement Class.

33. "***Settlement Class Representative***" means Plaintiff, the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

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34. "***Settlement Class Representative Incentive Payment***" means the additional amount Plaintiff may request she be paid as Class Representative under this Agreement.

35. **"Settlement Costs"** means all costs incurred by Plaintiff, Class Counsel, and the Settlement Administrator in connection with the Action, including: (i) the Attorneys' Fees and Litigation Expenses approved by the Court; (ii) any Settlement Class Representative Incentive Payment approved by the Court; and (iii) Notice and Administration Costs.

36. "***Settlement Effective Date***" means the date by when both of the following have occurred: (a) the Court enters a Judgment and the Final Approval Order, and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Class Member objects to the Agreement, one (1) day after the Court enters the Judgment; (b) if one or more Class Members object to the Agreement but no timely appeal is filed, 31 (thirty-one) days after the Court enters the Judgment; (c) if one or more Class Members object to the Agreement and a timely appeal is filed, two (2) days after the appellate court affirms the Judgment and issues a remittitur.

37. "***Settlement Fund***" means the $104,720 to be paid by Defendant pursuant to this Agreement for purposes of paying Settlement Awards and Settlement Costs.

III. RECITALS

38. On March 15, 2026, Plaintiff, Marenya Montogomery, on behalf of herself and on behalf of the putative class, filed the Action titled Marenya Montgomery v. Vayan Group LLC, Case No. 2026LA000029, in the Circuit Court of McLean County, Law Division, alleging that Defendant violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. ("BIPA").

39. On April 17, 2026, Defendant filed its notice of removal, and the case was removed to the Central District of Illinois, Peoria Division, Case No. 1:26-cv-01154.

40. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff's and the Settlement Class Members' claims against Defendant, including, but not limited to: (i) exchanging informal discovery; (ii) obtaining and analyzing relevant class data-related information; and (iii) researching the applicable law and the potential defenses. Based on its full and, independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by Defendant, class certification risk, summary judgment risk, trial risk and appellate risk.

41. Defendant denies any liability or wrongdoing of any kind associated with the claim alleged and asserts its actions comply with all applicable provisions of federal and state law and that it is not liable for the claim asserted. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, for settlement purposes only, will not oppose certification of the Settlement Class contemplated by this Agreement for purposes of effectuating this Settlement. Other than for purposes of this Settlement,

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Defendant does not waive its objections and defenses to certification of the Settlement Class.

42. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant and the Released Parties, with the exception of claims of Settlement Class Members who properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in this Agreement. Defendant shall retain any existing defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

43. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

44. The Settlement contemplates Plaintiff will move for an order preliminarily approving the Settlement Agreement and granting certification of the Settlement Class. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree, that none of the Released Parties are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiff or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

45. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties.

V. TERMS OF SETTLEMENT

46. ***Settlement Fund.*** No later than thirty (30) days after entry by the court of the Preliminary Approval Order, Defendant shall deposit, or cause to be deposited the entire $104,720 Settlement Fund in the Escrow Account. Settlement Funds in the Escrow Account may be withdrawn by the Settlement Administrator to pay Notice and Administration Costs. Settlement Funds in the Escrow Account may be withdrawn by the Settlement Administrator to pay Settlement Costs and Settlement Awards. Settlement Class Members who do not opt out will be eligible for a pro rata share of the balance of the Settlement Fund after Court approved Settlement Costs are paid. The Settlement Fund will be used to satisfy all claims of Plaintiff and the Settlement Class Members in exchange for the Release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice. Any checks that remain uncashed after 90 days of issuance shall expire. 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

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distributed to the following *cy pres:* Prairie State Legal Aid, subject to court approval.

47. ***Pro Rata Increase for Additional Settlement Class Members.*** The amount of the Settlement Fund is based on Defendant's representation that there are 272 class members, and the Settlement Fund shall be increased by $385 per class member if the number of total class members exceeds 277.

48. ***Administration Costs.*** Notice and Administration Costs shall be paid from the Settlement Fund. The Parties shall be jointly responsible for supervising the Settlement Administrator. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that they will request the Court to appoint American Legal Claims Services as the Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall use its best efforts to provide notice to the Settlement Class, as described in this Agreement, the Preliminary Approval Order, and as may be ordered by the Court.

49. ***Attorneys' Fees and Litigation Expenses.*** Class Counsel will petition the Court for Attorneys' Fees in the amount of 36% of the Settlement Fund and reimbursement of Litigation Expenses, which are the case filing fee and service of process fee. The calculation of the Attorneys' Fees and Litigation Expenses shall be made on the gross amount of the Settlement Fund before any deductions for any other Settlement Costs. The Settlement Administrator shall pay to Class Counsel the amount of the Attorneys' Fees and Litigation Expenses awarded by the Court, as directed by Class Counsel, after (a) the Court enters an order approving Attorneys' Fees and Litigation Expenses, and (b) the Settlement Effective Date. In the event the Court does not approve the Attorneys' Fees and Litigation Expenses requested by Class Counsel, or the Court awards Attorneys' Fees and Litigation Expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement. Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses.

50. ***Settlement Class Representative Incentive Payment.*** Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment (in addition to any *pro rata* distribution Plaintiff may receive under this Agreement) up to $5,000. Any Settlement Class Representative Incentive Payment approved by the Court shall be paid from the Settlement Fund. The Settlement Administrator shall pay Plaintiff the amount of the Settlement Class Representative Incentive Payment awarded by the Court. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiff retains her right to appeal any decision by the Court regarding the application.

51. ***Settlement Award to Settlement Class Members.*** The Settlement Administrator will manage the Notice process in cooperation with Class Counsel and Defendant's counsel and in accordance with this Agreement. Following the Settlement Effective Date, all Settlement Class Members who do not opt out shall be paid a *pro rata* share of the Settlement Fund after Settlement Costs are deducted.

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VI. NOTICE TO THE CLASS

52. Within seven (7) days of Preliminary Approval, Defendant shall produce the Class List to the Settlement Administrator.

53. Within thirty (30) days after Preliminary Approval, the Settlement Administrator shall implement the notice program, as set forth in this Section and as directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. ***Notice.*** The Settlement Administrator shall provide direct notice via U.S. First Class Mail to each Settlement Class Member. Notice shall be by way of a letter. Prior to mailing the Notice, the Settlement Administrator shall search for updated addresses via the USPS national change of address database. The Settlement Administrator shall re-mail, one time, any Notice returned as undeliverable and for which an alternative address can be located and undertake reasonable means to locate alternative addresses for a returned Notice.

B. ***Website Notice.*** The Settlement Administrator will establish and maintain a Settlement website dedicated to the Settlement, on which will be posted the Notice, the complaint, the Motion for Preliminary Approval and corresponding order, the Motion for Attorneys' Fees and Litigation Expenses and a Settlement Class Representative Incentive Payment and corresponding order, and the Motion for Final Approval and corresponding order. These documents shall be available on the Settlement website promptly following entry of the Preliminary Approval Order or when filed and remain until the stale date of the Settlement Awards. The Settlement Administrator shall secure the URL VayanBipaSettlement.com for the Settlement website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

VII. OPT-OUT PROCESS

54. A Settlement Class Member who wishes to be excluded from 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 settlement in the Montgomery v. Vayan Group LLC action, 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.

55. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

VIII. OBJECTION PROCESS

56. A Settlement Class Member who wishes to object to any matter concerning the Settlement must file with the Court and copy the Parties' counsel on his or her objection, in writing,

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on or before the Opt-Out/Objection Deadline.

To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information: (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 documents the objecting Settlement Class Member wishes to submit in support of the objection. An individual who opts out of the Settlement is no longer a Settlement Class Member and cannot object to the Settlement.

57. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice , and who has not timely filed an objection in accordance with the requirements set out in the Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

IX. DISTRIBUTION PROCESS

58. In the event that the Settlement Effective Date does not occur, any amounts actually used by the Settlement Administrator for Notice and Administration Costs shall not be refundable to Defendant.

59. On or after the Settlement Effective Date, Class Counsel shall instruct the Settlement Administrator to whom the Attorneys' Fees and Litigation Expenses and any Settlement Class Representative Incentive Payment should be distributed.

60. ***Settlement Award Payments.*** Settlement Awards shall be paid by check. Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall send the Settlement Award. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for ninety (90) days from the date of issuance on the check.

X. RELEASE

61. Subject to the Court's final approval of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Settlement Class Members release the Released Parties from the Released Claims.

62. The Parties acknowledge that this Settlement, including the Release provided in this Section, reflects a compromise of disputed claims.

63. The Final Approval Order shall dismiss the Action with prejudice and shall

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incorporate the terms of this Release.

XI. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

64. Class Counsel shall apply to the Court for the entry of an order requesting the following relief:

A. Preliminarily approving the Settlement;

B. Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;

C. Approving the form and content the proposed Notice, and plan for its distribution;

D. Scheduling a fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;

E. Formally appointing Class Counsel as class counsel;

F. Approving Plaintiff as Settlement Class Representative;

G. Approving the Settlement Administrator; and

H. Setting the Notice Deadline, Objection Deadline, and Opt-Out Period.

XII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

65. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as Exhibit 1, except as otherwise required by the Court.

XIII. MUTUAL FULL COOPERATION

66. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to the drafting of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after Execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

XIV. CONDITIONS FOR TERMINATING THE AGREEMENT

67. In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either

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in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

XV. SIGNATORIES' AUTHORITY

68. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVI. NO PRIOR ASSIGNMENTS

69. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XVII. NOTICES

70. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Matthew Peterson
Consumer Law Advocate, PLLC
1000 Brickell Ave, Suite 715
Miami, FL 33131
mtp@lawsforconsumers.com

B. To Defendant

Catherine Miller
Akerman LLP
71 South Wacker Drive, 47th Floor
Chicago, Illinois 60606
Catherine.miller@akerman.com

XVIII. MISCELLANEOUS PROVISIONS

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71. ***Construction***. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in drafting it.

72. ***Captions and Interpretations***. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

73. ***Modification.*** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

74. ***Integration Clause.*** This Agreement, the exhibits hereto, and any other documents delivered pursuant thereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

75. ***Binding on Assigns.*** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

76. ***Counterparts.*** This Agreement may be executed by facsimile or digital signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

77. ***Disagreements.*** The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement.

78. ***Applicable Law.*** This Agreement shall be governed by Illinois law without regard to its choice of law or conflicts of law principles or provisions.

SIGNATURES

ACCEPTED AND AGREED:

08 / 11 / 2026

Marenya Montgomery

Date

ACCEPTED AND AGREED:

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ACCEPTED AND AGREED:

Keith Buckley

Vayan Group LLC

August 11, 2026

Date

By: Keith Buckley
Title: CEO

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Marenya Montgomery, *individually and on behalf of all others similarly situated*,	)	
Plaintiff,	)	Case No. 1:26-cv-01154-MMM-RLH
v.	)	
Vayan Group, LLC,	)	
Defendant.	)	

[PROPOSED] FINAL JUDGMENT AND ORDER

The Court having held a final approval hearing on [DATE], notice of the hearing and the Settlement having been duly given in accordance with this Court's order (1) preliminarily approving Settlement, (2) certifying the Settlement Class, (3) approving the notice plan and (4) setting the final approval hearing, and having considered all matters submitted at the final approval hearing and otherwise, and finding no just reason for delay in entry of this final order, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement including its Exhibits (the "Agreement"), and the definition of words and terms contained therein, are incorporated by reference and are used hereafter. The terms and definitions of this Court's Preliminary Approval Order are also incorporated by reference into this Final Approval Order.

2. This Court has subject matter jurisdiction, and personal jurisdiction over Vayan Group, LLC ("Vayan") and the Settlement Class Members subject to the Court's Preliminary Approval Order who did not timely request exclusion.

3. The Court hereby finds that the Agreement is the product of arm's length settlement negotiations between Plaintiff and Vayan.

4. The Court hereby finds Notice of the Settlement was disseminated to persons in the Settlement Class in accordance with the Court's Preliminary Approval Order, was the best notice practicable under the circumstances, and satisfied Rule 23 and due process..

5. There were [NUMBER] objections o to the Agreement.

6. The Court hereby finally approves the Agreement, finding it fair, reasonable and adequate as to all members of the Settlement Class in accordance with Rule 23 of the Federal Rules of Civil Procedure.

7. The Court hereby approves the distribution of Settlement funds. The Claims Administrator is hereby ordered to comply with the terms of the Agreement with respect to satisfaction of claims, and any remaining funds.

8. As of the Effective Date, the Plaintiff and every Settlement Class Member hereby release all Released Parties from the Released Claims, as stated in the Agreement.

9. This Final Approval Order will settle and resolve with finality, on behalf of Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties by Plaintiff and other Settlement Class Members in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval

Order in any action or proceeding that may be brought against them 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.

10. Class Counsel has moved for an award of attorneys' fees and reimbursement of expenses. In approving this request, this Court makes the following findings of fact and conclusions of law:

(a) The Settlement confers substantial benefits on the members of the Settlement Class;

(b) Class Counsel vigorously and effectively pursued the Settlement Class Members' claims before this Court in this complex case;

(c) The Settlement was a direct result of Class Counsel's advocacy;

(d) The Settlement was reached following extensive negotiations between Class Counsel and Counsel for Vayan, and was negotiated in good faith and without collusion;

(f) Members of the Settlement Class were advised in the Notice approved by this Court that Class Counsel intended to apply for an award of $38,345.44, which consists of $37,699.20 in attorneys fees, and reimbursement of $646.24 in litigation expenses ($560.24 case filing fee and $86 service of process), to be paid out of the common fund;

(g) A copy of Plaintiff's motion for an award of attorneys' fees and expenses and any incentive award was made available for inspection in the Court's file during the period class members had to submit any objections;

(h) No members of the Settlement Class submitted written objections to the award of attorneys' fees and expenses;

(i) Class Counsel is hereby awarded $38,345.44 for attorney fees and expenses from the common fund, which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel in accordance with the terms of the Settlement;

(j) The Class Representative, Marenya Montgomery, is hereby compensated in the amount of $5,000 for her efforts in this case and shall be paid in accordance with the terms of the Settlement;

(k) This Court hereby dismisses this cas with prejudice, except that the Court retains jurisdiction to supervise the administration of the Settlement, enforce the Agreement, and resolve any disputes relating to the same.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Honorable Michael M. Mihm

EXHIBIT 2

Marenya Montgomery v. Vayan Group, LLC
United States District Court, Central District of Illinois
Case No. 1:26-cv-01154-MMM-RLH

If you used Vayan Group LLC's ("Vayan") biometric timekeeping system for clocking in and out of work between March 1, 2021 and [Preliminary Approval], 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 $104,720 (the "Settlement Funds") to fully settle and release claims of the following individuals:**

  The approximately 272 individuals whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed in Illinois by Defendant between March 1, 2021 and [Preliminary Approval].

  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.

- **Vayan denies Plaintiff's allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff' claims or Vayan's defenses. By entering into the settlement, Vayan has not conceded the truth or validity of the claim 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 estimates that Settlement Class members will receive approximately $225 ("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 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:	
DO NOTHING	To obtain money from the settlement you do not need to do anything.
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 Vayan or other released parties related to a released claim. The deadline for excluding yourself is [DATE]
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 [Date]
IMPACT OF DOING NOTHING	Again, if you do nothing, you will receive a payment from the settlement and you will give up your rights to sue Vayan 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 [DATE]

- 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 lawsuit entitled *Marenya Montgomery v. Vayan Group, LLC* (Case No. 1:26-cv-01154-MMM-RLH, Central District of Illinois). 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 Vayan's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

> The approximately 272 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed in Illinois by Defendant between March 1, 2021 and [Preliminary Approval].

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, Marenya Montgomery) 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 Vayan 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 Vayan'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. Vayan denies these allegations and any wrongdoing. The Court has conditionally certified a class action for settlement purposes only. The Honorable Michael Mihm is presiding over this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Vayan. 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 272 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed in Illinois by Defendant between March 1, 2021 and [Preliminary Approval].

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.VayanBIPAsettlement.com, or you may write to the Settlement Administrator at Vayan 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 firm of 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 36% of the Settlement Fund, plus reasonable expenses. Class Counsel also will ask the Court to approve payment of $5,000 to Plaintiff for her service 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. Vayan will pay $104,720 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, Marenya Montgomery, 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 $225. **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, Vayan 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 Vayan 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.VayanBIPAsettlement.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 themselv

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To obtain a payment from the settlement you do not have to do anything.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on [DATE] 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.VayanBIPAsettlement.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 Vayan or a Released Party, as defined in the Settlement Agreement, then you must take steps to remove yourself from 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 Vayan Group, LLC 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 [DATE} to the Settlement Administrator at Vayan Group, LLC 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 Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Vayan 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 a Settlement Class Member, 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 [DATE]

To the Class:

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

To the Defendant

Catherine Miller
Akerman LLP
71 South Wacker Drive, 47th Floor
Chicago, Illinois 60606
Catherine.miller@akerman.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 remain 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 receive a payment from the settlement and you will give up your rights to sue Vayan 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 [DATE]. before the Honorable Michael Mihm or via remote means as instructed by the Court. Instructions for participating remotely with 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 [DATE]. 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.VayanBIPAsettlement.com, or you can write to the address below. You can also call Class Counsel with any questions at (815) 999-9130.

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

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Marenya Montgomery v. Vayan Group, LLC
(Case No. 1:26-cv-01154-MMM-RLH, Central District of Illinois)

This notice is to inform you that a Settlement has been reached in a class action lawsuit between Vayan Group, LLC ("Defendant") and individuals who used Defendant's biometric timekeeping system to clock in and out of work between March 1, 2021 and [Preliminary Approval]. The lawsuit claims that Defendant violated Illinois' Biometric Information Privacy Act ("BIPA") by collecting individuals' biometric data without complying with BIPA's requirements. Defendant denies that it violated BIPA. The Court has not decided who is right or wrong. Please read this notice carefully. Your legal rights are affected whether you act, or fail to act.

You are receiving this Notice because you have been identified as a member of the proposed Settlement Class in a lawsuit filed against Defendant. The Settlement Class includes the following people:

The approximately 272 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed in Illinois by Defendant between March 1, 2021 and [Preliminary Approval]. (the "Settlement Class").

LITIGATION SUMMARY: Plaintiff has a pending lawsuit against Defendant in the United States District Court for the Central District of Illinois alleging that Defendant violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1 et seq. Specifically, Plaintiff alleges that Defendant collected, captured, received through trade, or otherwise obtained biometric identifiers and/or biometric information from individuals in Illinois without first providing the disclosures and obtaining the written informed consent required by BIPA. Defendant has denied all liability and presented defenses to the claim prior to entering into this Class Settlement.

To resolve this matter without the expense, delay and uncertainties of litigation, Plaintiff and Defendant have reached a a Settlement. All Settlement Class Members will release Defendant and Released Parties from all liability arising from the BIPA claim alleged in the lawsuit.

MONETARY BENEFITS: Defendant shall create a $104,720 common fund, and each Settlement Class Member who does not opt out of the settlement shall be entitled to their pro rata share of the common fund, after a deduction of attorney's fees, litigation costs, class representative award, and class administration costs. The net payment to Settlement Class Members is estimated to be around $225 per person (this amount is subject to be higher or lower).

PARTICIPATING IN THE SETTLEMENT: You do not need to do anything to receive your pro rata settlement payment. If your address changes, make sure to notify the settlement administrator of your new address, so you can receive the check.

All Settlement Class Members who do not exercise their right to exclude themselves from the Settlement Class in the manner set forth below will release Defendant and Released Parties from all Released Claims, including any and all claims arising out of the cause of action advanced in the class action complaint.

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ATTORNEYS' FEES AND COSTS: Class Counsel will petition the Court for 36% of the Settlement Fund, and seek reimbursement of the case filing fee and service of process fee.

OPTING OUT OF THE SETTLEMENT CLASS: If you wish to be excluded from the Settlement Class, and receive **no settlement benefits**, you must send a written Request for Exclusion to (Insert Claims Administrator and address) no later than INSERT DATE, stating your name, address, and the following statement: "Requests exclusion from the Settlement Class in *Marenya Montgomery v. Vayan Group, LLC.* Requests for Exclusion must be signed and postmarked by INSERT DATE. Requesting exclusion from the Settlement Class removes your ability to receive the benefits of the settlement set forth above, but doing so preserves any claims you may have against Defendant.

OBJECTING TO THE SETTLEMENT: As a Settlement Class Member, you may appear at the Final Fairness Hearing to be heard in opposition to the fairness of the settlement, provided that you send a written Notice of Objection to the Settlement to (Insert Claims Administrator and address) Class Counsel, Matthew T. Peterson of Consumer Law Advocate, PLLC, 1000 Brickell Ave, Suite 715, Miami, FL 33131, and, Defense Counsel, Catherine Miller, Akerman, 71 South Wacker Drive, 47th Floor, Chicago, IL 60606. Your written objection must include: (a) a notice of intent to appear; (b) a detailed statement of each objection asserted; (c) the grounds for each objection; (d) any documents and writings which you want the Court to consider; and (e) a list of witnesses you intend to call, if any. OBJECTIONS MUST BE RECEIVED NO LATER THAN INSERT DATE.

FINAL FAIRNESS HEARING: The Court will hold a Final Fairness Hearing on INSERT DATE. before the Honorable Michael Mihm, to determine whether the proposed settlement is fair, reasonable and adequate. YOU ARE NOT REQUIRED TO ATTEND BUT YOU MAY DO SO IF YOU WISH.

ADDITIONAL INFORMATION: This is a summary Notice of the terms of the settlement. You may view the Settlement Agreement and complaint on the settlement website (www.vayanbipasettlement.com).

This Notice has been Approved and Ordered by:
Honorable Michael Mihm

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EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Marenya Montgomery, *individually and on behalf of all others similarly situated*,	)	
Plaintiff,	)	Case No. 1:26-cv-01154-MMM-RLH
v.	)	
Vayan Group, LLC,	)	
Defendant.	)	

[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, AND APPROVING NOTICE PLAN

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of the proposed class action settlement (the "Settlement"). This case was brought by Marenya Montgomery ("Plaintiff"), individually and on behalf of all others similarly situated, against Defendant Vayan Group, LLC ("Vayan"). Based on this Court's review of the Settlement Agreement ("Agreement"), Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the arguments of counsel,

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) the

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proposed forms and method of distributing notice of the Settlement to the Settlement Class are appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

3. Class Certification for Settlement Purposes Only. The Court, pursuant to Federal Rule of Civil Procedure 23, and for purposes of this Settlement only, certifies the following Settlement Class:

> The approximately 272 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed in Illinois by Defendant between March 1, 2021 and [the date of this order]. (the "Settlement Class").

4. In connection with granting class certification, the Court makes the following preliminary findings:

(a) The Settlement Class includes approximately 272 members, and thus the class is so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining (1) Whether Vayan collected, captured, purchased, received through trade, or otherwise obtained the biometric identifiers and/or biometric information of Settlement Class Members within the meaning of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"); (2) Whether Vayan collected, captured, purchased, received through trade, or otherwise obtained biometric identifiers and/or biometric information from Settlement Class Members without first providing the disclosures required by BIPA; (3) Whether Vayan failed to obtain a written release or other informed written consent from Settlement Class Members before collecting, capturing, purchasing, receiving through trade, or otherwise obtaining their biometric identifiers and/or biometric information, as required by BIPA; and (4) Whether Vayan developed, publicly disclosed, and complied with a written policy establishing a retention schedule

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and guidelines for permanently destroying biometric identifiers and biometric information, as required by BIPA.

(c) Plaintiff and her counsel are adequate to represent the Class. Plaintiff appears to have the same interests as the Settlement Class, she does not have any apparent conflict of interest with the Settlement Class, and her attorney has extensive experience litigating class action cases; and

(d) Certification of the Settlement Class is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

5. Class Representative. The Court appoints Plaintiff Marenya Montgomery as the representative of the Settlement Class.

6. Class Counsel. The Court appoints Matthew T. Peterson of Consumer Law Advocate, PLLC as Class Counsel.

7. Settlement Claims Administrator. American Legal Claims is hereby appointed as the Claims Administrator. The Claims Administrator shall be responsible for providing notice of the Settlement ("Notice") to the Settlement Class as provided in the Agreement and this Order, as well as services related to administration of the Settlement.

8. Class Notice. The Class Administrator shall provide Notice via First Class Mail in accordance with the Agreement.

9. Opt-Outs and Objections. Persons in the Settlement Class who wish to object to the Settlement or request exclusion from the Settlement Class must do so in accordance with the Notice. A class member who opts out may not also submit an objection, unless the class member confirms their intent to withdraw their opt-out in writing by no later than the opt-out deadline.

10. Claims Administrator to Maintain Records. The Claims Administrator shall

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maintain copies of all claims made and objections and opt-outs received. The Claims Administrator shall provide copies of all claims, objections and opt-outs to the parties upon request.

11. Objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection in accordance with the Notice, Agreement, and this Order. To be considered, the objection: must include (1) the full name, current address and telephone number of the Settlement Class Member; (2) their Vayan ID number; (3) a detailed statement of each objection asserted; (4) the grounds for each objection; (5) all supporting papers, including, without limitation, all briefs, written evidence, and declarations; (6) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (7) a list of witnesses the Settlement Class Member intends to call; and (8) the Settlement Class Member's signature and the signature of any attorney representing the Settlement Class Member. The objection must be filed with the Court and sent to Plaintiff's and Defendant's counsel as stated in the Notice, by no later than the Opt-Out and Objection deadline stated below. Objections that are untimely or do not include the required information above shall be deemed waived.

12. Appearing at Final Approval Hearing. An objecting Settlement Class Member does not need to appear at the Final Approval Hearing, but may do so by filing a notice of intention to appear in accordance with the Notice, Agreement, and this Order no later than the Opt-Out and Objection deadline below.

13. Reasonable Procedures to Effectuate the Settlement. Unless otherwise ordered by the Court, the parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making minor changes to the form or content of the Notice or

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exhibits to the Agreement they agree are reasonable and necessary.

14. Final Approval Hearing. At the date and time provided below, or at such other date and time the Court sets, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, and (b) Class Counsel's application for an award of attorneys' fees and expenses, and any service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held at 112 US Courthouse, 100 NE Monroe Street, Peoria, IL 61602, Courtroom 204, or such other location as the Court may order. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct.

15. Release of Claims. Final approval of the Agreement will settle and resolve with finality, on behalf of the Plaintiff and the Settlement Class, the Action and the Released Claims against the Released Parties in the Action. As of the Effective Date, the Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who do not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them 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.

16. Stay of All Related Litigation. All Settlement Class Members are hereby

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enjoined from commencing, pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any released claims in any judicial, administrative, arbitral, or other forum, against any of the released parties. Such injunction will remain in force until the final approval order is entered or until such time as the parties provide notice that the settlement has been terminated. This injunction is necessary to protect and effectuate the agreement, this preliminary approval order, and the court's flexibility and authority to effectuate the agreement and to enter judgment when appropriate and is ordered in aid of this court's jurisdiction and to protect its judgments. This stay and injunction does not apply to any person who opts out of the settlement.

17. Schedule of Events. Based on the foregoing, the Court hereby orders the resolution of this matter shall proceed on the following schedule:

Event	**Date**
Settlement Notice Date	30 days after issuance of Preliminary Approval
Last day for Plaintiff and Class Counsel to file motion for attorneys' fees, expenses, and service awards	14 days before the Opt-Out/Objection Deadline
Opt-Out Deadline/Objection Deadline	60 days after Settlement Notice Date
Last day for Settlement Class Members to file Claims Forms (excluding time set forth in the Settlement to correct errors or omissions)	60 days after Settlement Notice Date
Last day for Parties to file any motions for final approval, including any responses to objections	14 days before Final Approval Hearing
Final Approval Hearing	No earlier than 75 days after the Settlement Notice Date, or as soon thereafter as practicable

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IT IS SO ORDERED.

Dated:_____ _____

Hon. Michael Mihm

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Audit trail

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SIGNED	**08 / 11 / 2026** 19:19:00 UTC	Signed by Marenya Montgomery (rockmamas464@gmail.com) IP: 172.58.164.128
COMPLETED	**08 / 11 / 2026** 19:19:00 UTC	The document has been completed.

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
PEORIA DIVISION

Marenya Montgomery, *individually and on behalf of all others similarly situated*,	)	
Plaintiff,	)	Case No. 1:26-cv-01154-MMM-RLH
v.	)	
Vayan Group, LLC,	)	
Defendant.	)	

[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, AND APPROVING NOTICE PLAN

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of the proposed class action settlement (the "Settlement"). This case was brought by Marenya Montgomery ("Plaintiff"), individually and on behalf of all others similarly situated, against Defendant Vayan Group, LLC ("Vayan"). Based on this Court's review of the Settlement Agreement ("Agreement"), Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the arguments of counsel,

THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Preliminary Approval of Proposed Agreement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court finds that: (a) the Agreement is fair, reasonable and adequate, and within the range of possible approval; (b) the Agreement has been negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (c) the

proposed forms and method of distributing notice of the Settlement to the Settlement Class are appropriate and warranted. Therefore, the Court grants preliminary approval of the Settlement.

3. Class Certification for Settlement Purposes Only. The Court, pursuant to Federal Rule of Civil Procedure 23, and for purposes of this Settlement only, certifies the following Settlement Class:

> The approximately 272 individuals identified whose biometric identifiers or information were allegedly captured, obtained, used, or disclosed in Illinois by Defendant between March 1, 2021 and [the date of this order]. (the "Settlement Class").

4. In connection with granting class certification, the Court makes the following preliminary findings:

(a) The Settlement Class includes approximately 272 members, and thus the class is so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining (1) Whether Vayan collected, captured, purchased, received through trade, or otherwise obtained the biometric identifiers and/or biometric information of Settlement Class Members within the meaning of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"); (2) Whether Vayan collected, captured, purchased, received through trade, or otherwise obtained biometric identifiers and/or biometric information from Settlement Class Members without first providing the disclosures required by BIPA; (3) Whether Vayan failed to obtain a written release or other informed written consent from Settlement Class Members before collecting, capturing, purchasing, receiving through trade, or otherwise obtaining their biometric identifiers and/or biometric information, as required by BIPA; and (4) Whether Vayan developed, publicly disclosed, and complied with a written policy establishing a retention schedule

and guidelines for permanently destroying biometric identifiers and biometric information, as required by BIPA.

(c) Plaintiff and her counsel are adequate to represent the Class. Plaintiff appears to have the same interests as the Settlement Class, she does not have any apparent conflict of interest with the Settlement Class, and her attorney has extensive experience litigating class action cases; and

(d) Certification of the Settlement Class is an appropriate method for fairly and efficiently resolving the claims of the Settlement Class.

5. Class Representative. The Court appoints Plaintiff Marenya Montgomery as the representative of the Settlement Class.

6. Class Counsel. The Court appoints Matthew T. Peterson of Consumer Law Advocate, PLLC as Class Counsel.

7. Settlement Claims Administrator. American Legal Claims is hereby appointed as the Claims Administrator. The Claims Administrator shall be responsible for providing notice of the Settlement ("Notice") to the Settlement Class as provided in the Agreement and this Order, as well as services related to administration of the Settlement.

8. Class Notice. The Class Administrator shall provide Notice via First Class Mail in accordance with the Agreement.

9. Opt-Outs and Objections. Persons in the Settlement Class who wish to object to the Settlement or request exclusion from the Settlement Class must do so in accordance with the Notice. A class member who opts out may not also submit an objection, unless the class member confirms their intent to withdraw their opt-out in writing by no later than the opt-out deadline.

10. Claims Administrator to Maintain Records. The Claims Administrator shall

maintain copies of all claims made and objections and opt-outs received. The Claims Administrator shall provide copies of all claims, objections and opt-outs to the parties upon request.

11. Objections to the Settlement. Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection in accordance with the Notice, Agreement, and this Order. To be considered, the objection: must include (1) the full name, current address and telephone number of the Settlement Class Member; (2) their Vayan ID number; (3) a detailed statement of each objection asserted; (4) the grounds for each objection; (5) all supporting papers, including, without limitation, all briefs, written evidence, and declarations; (6) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (7) a list of witnesses the Settlement Class Member intends to call; and (8) the Settlement Class Member's signature and the signature of any attorney representing the Settlement Class Member. The objection must be filed with the Court and sent to Plaintiff's and Defendant's counsel as stated in the Notice, by no later than the Opt-Out and Objection deadline stated below. Objections that are untimely or do not include the required information above shall be deemed waived.

12. Appearing at Final Approval Hearing. An objecting Settlement Class Member does not need to appear at the Final Approval Hearing, but may do so by filing a notice of intention to appear in accordance with the Notice, Agreement, and this Order no later than the Opt-Out and Objection deadline below.

13. Reasonable Procedures to Effectuate the Settlement. Unless otherwise ordered by the Court, the parties are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making minor changes to the form or content of the Notice or

exhibits to the Agreement they agree are reasonable and necessary.

14. Final Approval Hearing. At the date and time provided below, or at such other date and time the Court sets, this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Agreement and determine whether (a) final approval of the Settlement embodied by the Agreement should be granted, and (b) Class Counsel's application for an award of attorneys' fees and expenses, and any service award to Plaintiff, should be granted, and in what amounts. The hearing shall be held at 112 US Courthouse, 100 NE Monroe Street, Peoria, IL 61602, Courtroom 204, or such other location as the Court may order. The Court may also order the hearing to take place remotely via Zoom or such other remote communication system as the Court may direct.

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enjoined from commencing, pursuing, maintaining, enforcing, or prosecuting, either directly or indirectly, any released claims in any judicial, administrative, arbitral, or other forum, against any of the released parties. Such injunction will remain in force until the final approval order is entered or until such time as the parties provide notice that the settlement has been terminated. This injunction is necessary to protect and effectuate the agreement, this preliminary approval order, and the court's flexibility and authority to effectuate the agreement and to enter judgment when appropriate and is ordered in aid of this court's jurisdiction and to protect its judgments. This stay and injunction does not apply to any person who opts out of the settlement.

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Last day for Parties to file any motions for final approval, including any responses to objections	14 days before Final Approval Hearing
Final Approval Hearing	No earlier than 75 days after the Settlement Notice Date, or as soon thereafter as practicable

IT IS SO ORDERED.

Dated:_____ _____

Hon. Michael Mihm