

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Marquez v. North Riverside Golf Club*, Case No. 2020-CH-05895,  
Circuit Court of Cook County, Illinois, County Department, Chancery Division

**PLEASE READ THIS NOTICE CAREFULLY.**

**YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WORKED AT AND/OR FOR RIVERSIDE GOLF CLUB IN ILLINOIS AND WERE REQUIRED TO PROVIDE A FINGER SCAN FOR AUTHENITICATION AND TIMEKEEPING PURPOSES AT ANY TIME SINCE SEPTEMBER 16, 2015.**

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

**WHY DID I GET THIS NOTICE?**

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Marquez v. North Riverside Golf Club*, Case No. 2020-CH-05895, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. The settlement would resolve a lawsuit brought on behalf of a person who alleges that Riverside Golf Club (“Riverside”)<sup>1</sup> required workers to provide their biometric identifiers and/or biometric information for authentication and timekeeping purposes without first providing them with legally-required written disclosures and obtaining written consent. Riverside contests these claims and denies that it violated the Illinois Biometric Information Privacy Act. If you received this Notice, you have been identified as someone who may have submitted your finger scan data to Riverside for authentication and timekeeping purposes at any time since September 16, 2015. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your rights.

**WHAT IS THIS LAWSUIT ABOUT?**

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from collecting, capturing, purchasing, receiving through trade, otherwise obtaining, or disclosing biometric identifiers, which is defined to include fingerprints or a scan of hand or face geometry, and information based on biometric identifiers used to identify an individual without providing such individual with certain disclosures and obtaining consent. This lawsuit alleges Riverside violated BIPA by requiring workers to have their fingerprints scanned for authentication and timekeeping purposes without first providing written disclosures or obtaining written consent. Riverside denies these allegations, denies violations of any law, and denies all liability.

**WHAT DOES THE SETTLEMENT PROVIDE?**

**Cash Payments.** The settlement provides that each Settlement Class Member is entitled to a gross payment of \$2,000.00, which the parties estimate will result in a check for approximately \$1249.72 after applicable deductions set forth below.

Riverside has agreed to create a Settlement Fund in the amount of \$726,000.00 for the Settlement Class. The amount of the Settlement Fund will be adjusted up if it is determined that the number of members of the Settlement Class, as defined in the Settlement Agreement, exceeds 363. If the Court grants final approval of the settlement, all Settlement Class Members will receive a payment out of the Settlement Fund, less deductions for all Court-approved settlement administration costs, attorneys’ fees, and a service award to the Class Representative. Specifically, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys’ fees of up to 35% of the Settlement Fund, or \$254,100.00, plus reasonable costs not to exceed \$2,000.00, for the substantial time, expense and effort expended in investigating the facts, litigating the

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<sup>1</sup> Misnamed as “North Riverside Golf Club.”

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case, and negotiating the settlement. The Class Representative also will apply to the Court for a payment of up to \$7,500.00 for his time, effort, and service in this matter. The Settlement Administrator will issue a check to each Settlement Class Member following final approval of the settlement. All checks issued to Settlement Class Members will expire and become void 120 days after they are issued. Any uncashed check amounts will be remitted to a *cy pres* agreed to by the Parties and approved by the Court.

### **WHY IS THERE A SETTLEMENT?**

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement that resolves all claims against Riverside. The settlement requires Riverside to pay money that will be used to compensate the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a service award to the Class Representative, if approved by the Court. The settlement is not an admission of wrongdoing by Riverside and does not imply that there has been, or would be, any finding that Riverside violated the law. Riverside denies any liability, wrongdoing, or legal violations of any kind related to the claims and contentions asserted in this lawsuit.

### **WHO IS IN THE SETTLEMENT CLASS?**

You are a member of the Settlement Class because Riverside's records show that you worked for and/or at Riverside Golf Club in the State of Illinois and had your finger, hand or palm scanned and/or fingerprints or handprints scanned and/or associated biometric identifiers and/or biometric information collected, captured, received, converted, stored, obtained, shared, taken, used, disclosed, re-disclosed, or otherwise disseminated by Riverside from September 16, 2015 to May 23, 2024.

### **WHAT ARE MY OPTIONS?**

- (1) **Do Nothing.** To accept the settlement, you do not have to do anything. You will receive a check via First Class U.S. Mail following final approval of the settlement.
- (2) **Exclude yourself.** You may exclude yourself from the settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Riverside and the other Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by filing your own lawsuit against Riverside at your own risk and expense. To exclude yourself from the settlement, you must mail a signed letter to the Settlement Administrator at CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 by July 18, 2024. The exclusion letter must state that you exclude yourself from this settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, and signature, and a statement that you wish to be excluded.
- (3) **Object to the Settlement.** If you wish to object to the settlement, you must file a timely written statement of objection with the Court. The objection must be filed with the Court no later than July 18, 2024. You must also mail a copy of your objection to the settlement administrator CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 and to the attorneys for all Parties to the lawsuit, including Class Counsel (Stephan Zouras, LLC, 222 W. Adams Street, Suite 2020, Chicago, Illinois 60606 and Peiffer Wolf Carr Kane Conway & Wise, LLP, 818 Lafayette Avenue, Floor 2, St. Louis, Missouri 63104), as well as the attorneys representing Riverside (Baker Hostetler, One North Wacker Drive, Suite 4500, Chicago, Illinois 60606) postmarked no later than July 18, 2024. Any objection to the proposed settlement must include your (a) full name, address, telephone number, and email address; (b) the case name and number of this lawsuit; (c) the basis for and an explanation of the objection; (d) a list of any other objections you have filed; (e) a statement of whether you are represented by counsel and, if so, a list of all objections filed by that counsel; (f) a statement of whether you intend to appear at the final approval hearing with or without counsel; and (g) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the settlement, you cannot file an objection.

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- (4) You may appear at the Final Approval Hearing, which is to be held on October 16, 2024 at 9:30 a.m., via Zoom video conference using the following dial-in information: Meeting ID: 940 2402 4757 and Password 739301, in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

Unless you exclude yourself, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Riverside and Released Parties (as that term is defined in the Settlement Agreement) relating to all claims, suits, actions, controversies, demands, and/or causes of action that arise out of, relate to, or are connected with alleged violation of or noncompliance with the Illinois Biometric Information Privacy Act ("BIPA"), alleged biometric identifiers (including, but not limited to retina or iris scan, fingerprint, voiceprint, scan of hand, scan of face geometry, or measurement of any biological feature), alleged biometric information of any kind (including, but not limited to, any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual), or other alleged biometric data, including, but not limited to, claims brought, or which could be brought, under BIPA, or other local, state, or federal law ("Released Claims"). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from Class Counsel, the attorneys identified below who have been appointed by the Court to represent the Settlement Class. Unless you formally exclude yourself from this settlement, you will release your claims.

### **WHEN WILL I BE PAID?**

The Parties cannot predict exactly when (or whether) the Court will give final approval to the settlement, so please be patient. However, if the Court finally approves the settlement, checks will go out 14 days after the court order becomes final. If there is an appeal of the settlement, payment may be delayed.

### **WHEN WILL THE COURT RULE ON THE SETTLEMENT?**

The Court has already given preliminary approval to the settlement. A final hearing on the settlement, called a Final Approval Hearing, will be held on October 16, 2024, at 9:30 a.m., via Zoom video conference using the following dial-in information: Meeting ID: 940 2402 4757 and Password 739301. The Court may reschedule the Final Approval Hearing at its discretion and without notifying Settlement Class Members.

If the settlement is given final approval, the Settlement Agreement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

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

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## **WHO REPRESENTS THE CLASS?**

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Ryan F. Stephan  
James B. Zouras  
Andrew C. Ficzko  
Stephan Zouras, LLC  
222 W. Adams Street, Suite 2020  
Chicago, IL 60606  
312.233.1550 / 312.233.1560 *fax*  
rstephan@stephanzouras.com  
jzouras@stephanzouras.com  
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Brandon M. Wise  
Peiffer Wolf Carr Kane Conway & Wise, LLP  
818 Lafayette Avenue, Floor 2  
St. Louis, MO 63104  
314.833.4825 / 314.833.9205 *fax*  
bwise@peifferwolf.com

## **WHERE CAN I GET ADDITIONAL INFORMATION?**

This Notice is only a summary of the proposed settlement of this lawsuit. More details are in the Settlement Agreement that, along with other documents, can be obtained by contacting Class Counsel (contact information noted above) or contact the Settlement Administrator (contact information noted below). All pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. **Please do not call the Judge or the Clerk of the Court about this case.** They will not be able to give you advice on your options.

**Marquez v. North Riverside Golf Club**  
**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**  
**Fax: (949) 419-3446 / Tel.: 1(888) 801-2127**  
**Email: RiversideGC@cptgroup.com**  
**Website: www.cptgroupcaseinfo.com/RiversideGC**