

**IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DAKOTA MARTI, individually and on )  
behalf of all others similarly situated, )

Plaintiff, )

v. )

Case No. 2023LA00058

PEORIA HOSPITALS MOBILE )  
MEDICAL SERVICES d/b/a )  
ADVANCED MEDICAL TRANSPORT )  
OF CENTRAL ILLINOIS; ADVANCED )  
MEDICAL TRANSPORT OF )  
SPRINGFIELD, INC. )

Defendants. )

**AGREED ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT  
AND CERTIFYING THE SETTLEMENT CLASS**

Plaintiff Dakota and Defendant Peoria Hospitals Mobile Medical Services d/b/a Advanced Medical Transport of Central Illinois have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release. They have also agreed to add Advanced Medical Transport of Springfield, Inc. as an additional Defendant to this case. Peoria Hospitals Mobile Medical Services and Advanced Medical Transport of Springfield, Inc. collectively shall be referred to herein as “Defendants.”

The Parties reached the Settlement through arm’s-length negotiations by the Parties’ experienced counsel. A copy of that Settlement Agreement is attached as **Exhibit A**. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Agreed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of 735 ILCS § 5/2-801 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy 735 ILCS § 5/2-801 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for Service Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application and request for Service Awards for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Parties request to add Advanced Medical Transport of Springfield, Inc. as an additional Defendant to this case is granted. The Plaintiff's complaint will be deemed to be amended to add the same BIPA claims against Advanced Medical Transport of Springfield, Inc. Kaplan & Gournis, P.C.'s appearance for Peoria Hospitals Mobile Medical Services is hereby amended to include an appearance for Advanced Medical Transport of Springfield, Inc. The caption of this case shall also be modified to include Advanced Medical Transport of Springfield, Inc. as a defendant.

2. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

3. The Court has jurisdiction over the subject matter and Parties to this proceeding.

4. Venue is proper in this Court.

Provisional Class Certification and Appointment of Class Representative and Class Counsel

5. The Court finds, for settlement purposes, that the 735 ILCS § 5/2-801 factors are present and that certification of the proposed Settlement Class is appropriate. The Court therefore provisionally certifies the following Settlement Class.

**All individuals who work or worked for Defendants in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendant from May 11, 2018 to January 4, 2021.**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

6. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of 735 ILCS § 5/2-801:

(a) Numerosity: In the Action, approximately 524 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendants’ class-wide practices are common to the Plaintiff and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff’s claims are typical of the Settlement Class because they concern the same alleged Defendants’ practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief.

(d) Adequacy: Adequacy relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent them and the Settlement Class. Class

Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have brought substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action.

(e) Predominance and Superiority: 735 ILCS § 5/2-801 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class. Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged Defendants' practices as well as the same legal theories.

7. The Court appoints Plaintiff Dakota Marti as the Class Representative.

8. The Court appoints the following attorneys and firms as Class Counsel: Mark Hammervold of Hammervold Law and Rachel Dapeer of Dapeer Law, P.A.

9. The Court recognizes that Defendants reserve all of their defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become final for any reason. Defendants also reserve their defenses to the merits of the claims asserted in the event the Settlement does not become final for any reason.

#### Preliminary Approval of the Settlement

10. At the preliminary approval stage, the Court's task is to evaluate whether the

Settlement is within the “range of reasonableness.” 4 *Newberg on Class Actions* § 11.26. Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

11. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

#### Approval of Class Notice

12. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for Service Award for Plaintiff, and their rights to

opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, 735 ILCS § 5/2-801 and the Constitutional requirement of Due Process.

13. KCC Class Action Services, LLC shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, mail and e-mail Notice, and the Long-Form Notice, as set forth in the Settlement and below.

15. Notice. The Administrator shall administer Notice as set forth in the Settlement which shall be commenced no later than 30 days following this Preliminary Approval Order.

16. Settlement Website and IVR. The Administrator shall establish a Settlement Website and an Interactive Voice Response (“IVR”) or similar system to answer questions about the Settlement as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website and IVR shall be established as soon as practicable following Preliminary Approval, but no later than 30 days following this Preliminary Approval Order. The Settlement Website shall include the Settlement, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agrees to include. These documents shall remain on the Settlement Website, and the IVR say remain live, until at least 90 days following the payment of settlement claim payments.

17. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

18. A Final Approval Hearing shall be held before this Court on October 22, 2024 at 9:45 a.m. to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's Fee Application and request for Service Awards for the Class Representative should be granted. The hearing shall be by Zoom (Zoom Meeting ID: 949 6521 1232) / Password 4b!vQ^dYN).

19. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be received by all those listed in the Long-Form Notice on or before the last day of the Opt-out Period, which is 20 days before the Final Approval Hearing ("Opt-Out Deadline"), and mailed to the addresses indicated in the Long Form Notice.

20. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee Application, or the request for Service Awards for Plaintiff. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendants' Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than 20 days before the Final Approval Hearing, as set forth in the Notice. To be valid, an objection must include the following information:

- 1) A heading that includes the case name and case number;
- 2) The Class Member's full name, address, telephone number, and if represented by counsel, the name, address, and telephone number of counsel;
- 3) A statement of all objector's objections to the Settlement including the legal and factual basis for each objection;



- 4) A statement of whether Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of counsel who will attend; and
- 5) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection.

**The Class Member must file the objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings).**

Further Papers in Support of Settlement and Attorney's Fee Application

21. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for Service Awards for Plaintiff, no later than 30 days before the Final Approval Hearing.

22. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request Service Awards for Plaintiffs no later than 15 days before the Final Approval Hearing.

Effect of Failure to Approve Settlement

23. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendants or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents

relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

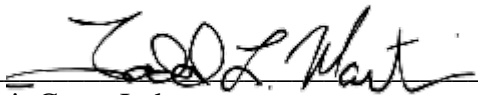
Stay/Bar of Other Proceedings

24. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

25. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

<b><u>Event</u></b>	<b><u>Date</u></b>	<b><u>Timeline</u></b>
Deadline to Commence Notice	July 29, 2024	30 days after Preliminary Approval Order
Deadline for filing Motion for Final Approval of the Settlement and Class Counsel's Fee Application and expenses, and for Service Awards	Sept. 20, 2024	30 days before the Final Approval Hearing
Deadline for opting-out of the Settlement and for submission of Objections	October 2, 2024	20 days before the Final Approval Hearing
Deadline for Responses to Objections	October 7, 2024	15 days before the Final Approval Hearing
Final Approval Hearing	October 22, 2024	

**DONE and ORDERED** at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

  
\_\_\_\_\_  
Circuit Court Judge

Copies furnished to: Counsel of Record

# Exhibit A

**IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DAKOTA MARTI, individually and on	)	
behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 2023LA00058
	)	
PEORIA HOSPITALS MOBILE	)	
MEDICAL SERVICES d/b/a	)	
ADVANCED MEDICAL TRANSPORT	)	
OF CENTRAL ILLINOIS,	)	
	)	
Defendant.	)	

Case No. 2023LA00058

**CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: (1) Plaintiff Dakota Marti (“Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class; and (2) Defendant Peoria Hospitals Mobile Medical Services, d/b/a Advanced Medical Transport of Central Illinois and Defendant Advanced Medical Transport of Springfield, Inc. (Collectively “AMT” or “Defendants”). Plaintiff and Defendants will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Dakota Marti, individually and on behalf of all similarly situated individuals (individually “Plaintiff” and collectively “Plaintiffs”), filed a Class Action lawsuit against Defendant Peoria Hospitals Mobile Medical Services, d/b/a Advanced Medical Transport of Central Illinois in the Circuit Court of LaSalle County, Illinois, County Department, Law Division, under Case No. 2023LA00058 (“Complaint” or “Action”);

WHEREAS, the Parties agree that Advanced Medical Transport of Springfield, Inc. is also a proper party to the Action and should be added as a defendant. As such, as part of this agreement, the Plaintiff will move the Court to include Advanced Medical Transport of Springfield, Inc. as a defendant in this Action.

WHEREAS, the Complaint alleges violations of the Illinois Biometric Privacy Act (“BIPA”) arising from Defendants’ method of tracking employee hours through use of employee hand scans at their Illinois locations;

WHEREAS, AMT asserts it has valid defenses to all BIPA claims and Plaintiff asserts that AMT has significant financial exposure for the pending claims and other potential future claims;

WHEREAS, absent class settlement, it is uncertain whether the other current and former employees who are members of the proposed class will receive notice of potential claims and thus it will be a public benefit to form a class;

WHEREAS, as AMT has already taken steps to ensure compliance with BIPA going forward and will continue to employ policies and procedures to ensure compliance with BIPA and that accordingly the Plaintiffs are not seeking injunctive relief;

WHEREAS, the Parties and their counsel engaged in an intensive, arm's-length negotiations to resolve the Action with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint him as Class Representative and lawyers—Mark Hammervold and Rachel Dapeer— as Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate for, and in the best interest of, the Settlement Class;

WHEREAS, the parties have agreed on financial terms and procedures that would resolve the claims of a class of all Illinois employees in a judicial proceeding, upon approval of the class on the terms set forth in this Class Settlement Agreement (“Agreement”);

WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Class, and Defendant desire to resolve the dispute between them;

WHEREAS, these recitals are incorporated into the operative portions of the Agreement.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

## **I. DEFINITIONS**

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. “Administrator” means KCC Class Action Services, LLC, Inc. (“KCC”) which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice to Settlement Class Members; (b) making any electronic mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their

designee; (d) establishing the Settlement Website and IVR; (e) distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administering this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “Agreement” means this Settlement Agreement and Release and all attachments and exhibits hereto.

C. “Attorneys’ Fees and Expenses” means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for all attorneys’ fees, costs, and adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, and videographer expenses, expert fees and costs, and document review and production costs) incurred by Plaintiff or Class Counsel in connection with the Action.

D. “Claim Settlement Check” means the check containing the Claim Settlement Payment for each Settlement Class Member who does not timely exclude himself or herself from the Class or object to the Agreement.

E. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who do not timely opt-out or object to the Agreement.

F. “Class Counsel” means: Mark Hammervold of Hammervold Law and Rachel Dapeer of Dapeer Law, P.A.

G. “Class Notice” means the program of notice described in this Agreement to be provided to Settlement Class Members, including the Long Form Notice and Short Form Notice which will notify Settlement Class Members about the details of the Settlement.

H. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as no later than thirty (30) days after Preliminary Approval of this Settlement.

I. “Class Period” means the time period from May 11, 2018 through January 4, 2021.

J. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator specifically without limitation Defendant’s employee census.

K. “Counsel for Defendant” means: Eric Kaplan and Chris Wunder of Kaplan & Gournis, P.C.

L. “Court” means the Circuit Court of LaSalle County, Illinois.

M. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

N. “Effective Date” means the day the Court enters the Final Approval Order.

O. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

P. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 1**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

Q. “Long-Form Notice” means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 2** to this Agreement.

R. “Notice” means the postcard and e-mail individual notice (if available) that will be mailed and e-mailed by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 3** to this Agreement. The parties agree that reasonable modifications to the Notice relating to non-financial terms requested by the Court shall not void the Settlement Agreement.

S. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendant of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail and/or e-mail addresses for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

T. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to



the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than twenty (20) days before the Final Approval Hearing.

U. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than twenty (20) days before the Final Approval Hearing.

V. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 4**, without material change.

W. “Released Claims” means all claims, suits, actions, controversies, demands, and/or causes of action, premised upon statute, contract, common law or otherwise, whether seeking liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys’ fees, costs, interest or any other relief, against Defendants or other Releasees that arise out of, relate to or are connected with the alleged violation of or non-compliance with BIPA, as set forth in the Class Action Complaint in the Lawsuit against Defendant, and/or the alleged scanning, capture, collection, storage, possession, transmission, disclosure, purchase, receipt through trade and otherwise, sale, lease, trade, profit, disclosure, re-disclosure, dissemination, transmission, protection, conversion and/or use of biometric information/identifiers, biometric information or other biometric data in connection with Defendant’s hand scan timekeeping system, whether pursuant to BIPA or any other federal, state or local law, including common law, regardless of whether such causes of action or claims are known or unknown, filed or unfiled, asserted or unasserted, and/or existing or contingent. Excluded from the Settlement Class are Defendants, its parents, subsidiaries, affiliates, officers and directors, any entity in which Defendants has a controlling interest, all class members who make timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

X. “Released Parties” means Defendants and each of Defendants’ affiliates, agents, employees, subsidiaries, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities’ or persons’ past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns. The release will also include the vendor/licensor of Defendants’ biometric timekeeping system.

Y. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

Z. “Service Award” means any approved payments to the Class Representative.

AA. “Settlement” means the settlement set forth in this Agreement.

BB. “Settlement Class” means all members of the class of persons in this Action that will be certified by the Court for settlement purposes as follows:

**All individuals who work or worked for Defendants in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendant from May 11, 2018 to January 4, 2021.**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

CC. “Settlement Class Data” means data relating to approximately 524 persons who, according to Defendant’s records, may be Settlement Class Members. The Settlement Class Data shall be treated as Confidential Information. The list containing class members’ names and contact information will remain and be treated as confidential at all times and will only be submitted to the Class Administrator who shall destroy such information when its responsibilities conclude.

DD. “Settlement Class Member(s)” means any member of the Settlement Class.

EE. “Settlement Class Payment List” means the list of all Valid Settlement Class Members; the address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

FF. “Settlement Fund” means the total maximum amount that Defendant has agreed to make available, as described in Section II B.1., to cover the Claim Settlement Payments.

GG. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

HH. “Valid Settlement Class Members” means any Settlement Class Member who does not properly opt out or object in accordance with this Agreement.

## **II. SETTLEMENT TERMS**

### **A. Certification of Settlement Class and Conditional Nature of Agreement**

For settlement purposes only, Defendants conditionally agrees and consents to certification of the Settlement Class. Defendants' conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under any applicable state law or rule of civil procedure or evidence.

Defendants deny all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendants have agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendants does not waive, but expressly reserve, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Defendants retain and reserve all of these rights and agree not to take a position to the contrary.

### **B. Settlement Class Relief**

#### **1. Claim Settlement Payments to Settlement Class**

In consideration for the Releases set forth in this Agreement, Defendants shall provide the following relief:

1. Plaintiffs and AMT will seek court approval of a class settlement to resolve all claims and potential claims of the Settlement Class during the Class Period.
2. Defendants agree to pay a gross amount of \$482,080, which is based on \$920 per Class Member (the "Settlement Fund"). The Gross Fund is the maximum total amount that Defendants shall be obligated to pay under this settlement, unless the number of the Class Members increases or decreases from the estimate in Section I.CC (524). above, in which case the Gross Fund shall increase or decrease by \$920 for each Class Member added above or subtracted below the estimated class size in Section I.CC (524).
3. Within thirty (30) days after Preliminary Approval and receipt of a W-9 and payment instructions from the Settlement Administrator, whichever is later, Defendants or their insurer(s) will deposit the Settlement Administrator's estimated costs into an account directed by the Settlement Administrator.

4. Defendants or their insurer(s) will deposit the balance of the Gross Fund into the Settlement Administrator's account no later than 30 days after the Court's Final Approval Order becomes final (60 days after entry of the Final Approval Order), unless an appeal is taken in which case the balance of the Gross Fund will be paid 14 days after final disposition of any appeal.
5. All Class Members who do not opt-out of the Settlement ("Valid Class Members") shall be sent a Claim Settlement Check by the Settlement Administrator on a pro rata basis from the Net Settlement Fund. The Net Settlement Fund is the Gross Fund minus Court awarded amounts for settlement administration expenses, Plaintiff's Service Award, and Class Counsel's attorney fees and costs, all of which shall be paid out of the Gross Fund. Class Members are not required to submit a claim form to receive payment. Uncashed checks after 120 days will be void, and settlement funds from checks not cashed by Settlement Class Members in 120 days will revert to Defendants or their insurers. Any Settlement Class Member who fails to cash the check by the deadline shall be forever barred from receiving any distribution from the Settlement Fund or any other payment pursuant to this Agreement but shall in all other respects be bound by all of the terms of this Agreement, including any order entered by the Court, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any person concerning any of the Released Claims. However, in the event the presiding court declines to approve a settlement agreement permitting retention of 100% of the uncashed settlement funds, then the balance of the uncashed settlement funds shall be distributed *cy pres* to a charity of Defendants' choosing. If the presiding court will not approve such an arrangement, then the Parties shall act in good faith to prepare an amended settlement agreement, where the entire balance of any uncashed settlement funds are distributed *cy pres* to a charity of Defendants' choosing.
4. The Settlement Fund will be distributed as follows, in the event a Court first approves this settlement:
  - (a) Payments to Valid Class Members. The Settlement Administrator will be authorized to timely pay claims to all Valid Class Members out of the Settlement Fund. Valid Class Members shall be paid on a pro rata basis not to exceed \$920.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys' Fees and Expenses, which is estimated to result in a total net amount of \$500-550 for each Settlement Class Member) (the "Individual Payment").
  - (b) Service award to class representative. AMT authorizes the Settlement Administrator to pay, and AMT will not oppose, a request for a service award totaling up to \$5,000.00 from the Settlement Fund to the Plaintiff Dakota Marti for serving as the Class Representative. Any Service Award shall be paid by the Settlement Administrator no later than 40 days after Court's Final Approval Order becomes final (70 days after entry of the Final Approval Order).
  - (c) Fees and expenses to Class Counsel. AMT authorizes the Settlement Administrator to pay, and AMT will not oppose, a request by Class Counsel (Mark Hammervold

of Hammervold Law, LLC and Rachel Dapeer of Dapeer Law, P.A.) for attorney's fees up to 38% of the Settlement Fund (\$183,194.40), plus reasonable expenses and costs documented by reliable business records in an amount as approved by the Court from the Settlement Fund. All awarded Attorney Fees and Costs shall be paid by the Settlement Administrator no later than 40 days after Court's Final Approval Order becomes final (70 days after entry of the Final Approval Order). The settlement is valid and binding regardless of the fees, expenses, or costs ultimately awarded by the Court. No further or additional payments, fees, expenses, or costs shall be due from Hardee's beyond the amount of the Settlement Fund.

(d) Costs of Administration and Notice. Administration and Notice costs shall be paid from the Settlement Fund. The parties shall jointly propose the Settlement Administrator should be KCC and they will cooperate to select an alternate settlement administrator should KCC not be available or approved by the Court. Defendants shall not be required to provide a full census to Plaintiff or the class but only to the Settlement Administrator.

5. RELEASES. Thirty Days after the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims. The Class Representatives, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, thirty days after the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts. Thirty Days after the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that he may have against any of the Released Parties. Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement. This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.
6. All terms herein are material and if the Court, in its discretion, is unwilling to accept any of these terms, except as otherwise expressly stated in this Agreement, the settlement shall be null and void. If the Agreement is not so approved, the Parties shall have the right to

withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.

7. The Parties agree to implement this settlement through the following agreed procedures:
  - (a) Plaintiffs have filed a putative class action lawsuit in LaSalle County Circuit Court County Department, Law Division, under Case No. 2023LA00058, asserting that AMT's failure to obtain consent prior to requesting that Plaintiffs and class members provide a finger scan violates BIPA and, on behalf of each Plaintiff, the Complaint seeks, among other relief, statutory penalties under BIPA (the "Lawsuit").
  - (b) Plaintiff's Counsel shall submit to the Court a motion for preliminary approval of this Agreement, amending the caption to include named plaintiff Advanced Medical Transport of Springfield, Inc., including the Class Notice, and for certification of the Settlement Class. The motion shall seek entry of a Preliminary Approval Order substantially in the form as **Exhibit 4**.
  - c) If the Court preliminarily approves the Class Settlement, AMT will proceed with the settlement process, notwithstanding any meritorious defenses it may have otherwise raised to liability under BIPA, and will deposit the Settlement Fund with the Settlement Administrator as outlined herein.
  - (d) Class Procedure to be Presented to the Court:
    - (1) The Parties will propose and seek approval for a Settlement Administrator as provided above in paragraph 4(d).
    - (2) The Class Notice, attached as Exhibit 2 and 3, will reflect the material financial terms as set forth in this Agreement.
    - (3) Class administration shall be governed by the following agreed terms:
      - Within twenty-one (21) calendar days after the Court enters the Preliminary Approval Order, AMT will provide the names, addresses, email addresses (if known), phone numbers (if known), social security numbers (to issue 1099s to all Class Members who receive a Settlement Payment) and last known phone numbers of Class Members to the Settlement Administrator. The Settlement

Administrator shall take all reasonable steps to obtain contact information for any Class Members for whom Defendants cannot provide contact information, if any. The Settlement Administrator shall keep all information confidential and shall not disclose any information except as necessary in carrying out its administration of this Agreement.

- Within thirty (30) days after Preliminary Approval of the Settlement, the Administrator shall send class Notice to Settlement Class Members by electronic means, if possible, and U.S. Postal Service, with the Settlement Administrator validating addresses and using reverse look up to obtain any missing mailing addresses.
- Within thirty (30) days after Preliminary Approval of the Settlement, the Settlement Administrator shall create an appropriate website for providing Class Notice, and important documents and court filings (the “Settlement Website”). The Settlement Website shall operate until three months following the distribution of the Settlement Claim Payments, or such other date as Class Counsel and Defendant may agree upon in writing.
- Within thirty (30) days after Preliminary Approval of the Settlement, the Settlement Administrator shall establish and maintain a toll-free number that maintains an Interactive Voice Response (“IVR”) or similar system to answer questions about the Settlement. The Administrator shall maintain the IVR or similar system until three months following the distribution of the Settlement Claim Payments, or such other date as Class Counsel and Defendants may agree upon in writing.
- The Opt-Out date shall be no later than twenty (20) days before the Final Approval Hearing.
- As to any Class Notice that is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to identify an updated address and shall re-mail the Class Notice to the updated address.
- If the Settlement Administrator determines that one or more Class Members are unreachable it shall have the discretion to either (1) determine such members cannot be located and proceed to finalize the Administrator’s Declaration; (2) finalize the Administrator’s Declaration, but reserve the option to amend such declaration. The Class Administrator does not have the discretion to extend any deadline more than 45 days unless ordered by the Court.

- No later than twenty-one (21) calendar days after the opt-out and objection deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a declaration (the "Administrator's Declaration") that includes a complete list of all individuals who have timely requested exclusion from the Settlement Class ("Opt-outs") and all Class Members who have timely objected to the Settlement.
  - The Settlement Administrator shall provide reports of Class Member responses to the Class Notice, including Opt-ins, Opt-outs, and objections; the number of returned Class Notices and re-mailed Class Notices; and other information requested by Defendants' Counsel or Class Counsel.
  - The Settlement Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the entry of the Final Approval Order. Those records shall be maintained in accordance with this Agreement as Confidential Information.
- (e) In the event the Court proposes changes in the settlement process, the parties will negotiate in good faith to determine if they can accept those changes. However, in no event shall any party be required to accept changes to the financial terms, class parameters, or notice provisions.
- (f) The parties agree to take such further steps in good faith as are necessary to implement this Agreement.

**C. Opt-Out Rights**

**1. Opt-Out Requirements**

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to Class Counsel (or the Administrator), at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) be personally signed by the Settlement Class Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Class."

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by all subsequent proceedings, orders, and judgments, including the Final Approval Order.



A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

**2. Opt-Outs Not Bound**

Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

**3. List of Requests for Exclusion**

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendants with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

**4. All Settlement Class Members Bound by Settlement**

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the entry of the Final Approval Order, will be bound by its terms.

**D. Objections**

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

**1. Process**

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to Class Counsel and Counsel for Defendants, no later than the Objection Deadline.

**2. Requirements**

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must be signed under penalties of perjury and must identify (1) the name, address and telephone number, (2) the specific date(s) when the employee worked at Hardee's in Illinois, (3) all attorneys who assisted the employee in the preparation and filing of the employee's objection, (4) a list of all other class action cases in which the employee or the employee's attorneys have submitted an objection to a settlement, and (5) a statement of the reasons why the employee believe the Court should find that the proposed settlement is not fair, reasonable,

adequate, and in the best interests of the Settlement Class. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.


Class Members' Rights to Opt Out of or Object to the Settlement. Class Members will have the deadline set by the Preliminary Approval Order to (a) exclude themselves from this Settlement pursuant to the procedures set forth in the Class Notice, or (b) object to the settlement pursuant to the procedures set forth in the Class Notice. Failure to properly request exclusion or to object within this period waives any right to be excluded from or to object to the settlement. Any Class Member who timely and properly elects to be excluded shall not: (a) be bound by any order or judgment; (b) be entitled to relief under this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. Any Class Member who fails to timely and properly object shall not be permitted to object to the approval of the Agreement and shall be foreclosed from seeking any review of the settlement or the terms of this Agreement by appeal or other means. Any Class Member who attempts both to object to and exclude themselves from this Agreement will be deemed to have excluded themselves and will forfeit the right to object to this Agreement or any of its terms.

**E. Miscellaneous**

1. Choice of Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the state of Illinois, without reference to its conflict of law provisions. The adequacy of the settlement, and any determination regarding Attorneys' Fees and Expenses and any Service Award, shall be governed by Illinois law.
2. Exclusive Remedy; Permanent Injunction. Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out or objected shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

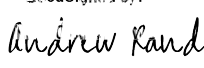
- 3. Non-Approval of Agreement. This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed, vacated or altered on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.

FOR PLAINTIFFS

By: 

Dated: 06/19/2024

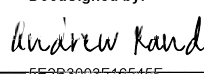
PEORIA HOSPITALS MOBILE MEDICAL SERVICES d/b/a ADVANCED MEDICAL TRANSPORT OF CENTRAL ILLINOIS

By: 

Its: CEO

Dated: 6/14/2024

ADVANCED MEDICAL TRANSPORT OF SPRINGFIELD, INC.

By: 

Its: CEO

Dated: 6/14/2024

# Exhibit 1

**IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DAKOTA MARTI, individually and on )  
behalf of all others similarly situated, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
PEORIA HOSPITALS MOBILE )  
MEDICAL SERVICES d/b/a )  
ADVANCED MEDICAL TRANSPORT )  
OF CENTRAL ILLINOIS; ADVANCED )  
MEDICAL TRANSPORT OF )  
SPRINGFIELD, INC. )  
 )  
Defendants. )

Case No. 2023LA00058

**[PROPOSED] AGREED ORDER GRANTING FINAL APPROVAL TO  
CLASS ACTION SETTLEMENT**

On \_\_\_\_\_, \_\_\_\_\_, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Dakota Marti, individually and on behalf of all members of the Settlement Class, and Defendants Peoria Hospitals Mobile Medical Services, d/b/a Advanced Medical Transport of Central Illinois and Advanced Medical Transport of Springfield, Inc. (“Defendants”) (collectively, the “Parties”). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and set a Final Approval Hearing to take place on \_\_\_\_\_.

On \_\_\_\_\_, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a final order should be entered dismissing the Plaintiff’s Complaint on the merits and with prejudice in favor of Defendants and against all persons or entities who are

Settlement Class Members herein who have not requested exclusion from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class Attorneys' Fees and Expenses and whether and in what amount to award a Service Award to Plaintiff.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

**I. JURISDICTION OF THE COURT**

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under 735 ILCS § 5/2-801 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff are typical of the claims of the Settlement Class he seeks to represent; (d)

Plaintiff has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

## **II. CERTIFICATION OF SETTLEMENT CLASS**

4. Pursuant to 735 ILCS § 5/2-801, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement: **All individuals who work or worked for Defendants in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendants from May 11, 2018 to January 4, 2021.**

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

## **III. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

5. The Court finally appoints Mark Hammervold of Hammervold Law, LLC, and Rachel Dapeer of Dapeer Law, P.A. as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiff as the Class Representative.

## **IV. NOTICE AND CLAIMS PROCESS**

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of 735 ILCS § 5/2-801, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of 735 ILCS § 5/2-801, the Rules of this Court, and any other applicable laws.

## **V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.



## **VI. ADMINISTRATION OF THE SETTLEMENT**

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Valid Settlement Class Members within 30 days.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$\_\_\_\_\_ as reasonable attorneys' fees and \$\_\_\_\_\_ for costs incurred, for a total of \$\_\_\_\_\_. The Court finds that the requested fees are reasonable under the percentage of the fund for the reasons set forth herein. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendants' agreement to make significant funds available to Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendants' possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and

posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and [REDACTED] Settlement Class Member(s) objected.

12. The Court awards a Service Award in the amount of \$5,000.00 to Plaintiff, payable pursuant to the terms of the Settlement Agreement.

## **VII. RELEASE OF CLAIMS**

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendants and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all Settlement Class Members who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release

of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

#### **VIII. NO ADMISSION OF LIABILITY**

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendants or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendants of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendants or any Released Party;

(b) offered by any person or received against Defendants or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendants or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

## **IX. OTHER PROVISIONS**

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

22. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

**DONE and ORDERED** at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

# Exhibit 2

# **If You Worked for Advanced Medical Transport (Peoria Hospitals Mobile Medical Services, d/b/a Advanced Medical Transport of Central Illinois or Advanced Medical Transport of Springfield, Inc.), and utilized a finger scan timekeeping system, You May be Entitled to Compensation**

*A state court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit about whether Advanced Medical Transport (“Defendants”) captured and stored biometric information. **The Court has not decided who is right.**
- The Settlement offers payments to Settlement Class Members.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE PAYMENT</b>	If you are a member of the Settlement Class and the Court approves the Settlement and it becomes final and effective, you will receive your payment by check.
<b>EXCLUDE YOURSELF</b>	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
<b>OBJECT</b>	Write to the Court if you do not like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in court about the fairness of the Settlement.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to Settlement Class Members who do not object or opt out. Please be patient.



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QUESTIONS? CALL **1-xxx-xxx-xxxx** OR VISIT  
**www.\_\_\_\_\_BIPAsettlement.com**

## BASIC INFORMATION

### 1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Marti v. Advanced Medical Transport*, Case No. 2023 LA 58 and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

### 2. What is this litigation about?

The lawsuit alleges that Advanced Medical Transport violated the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”) by collecting, storing, using, and disseminating Plaintiff’s and the Class’s biometrics without the proper consent and written disclosures required by the statute.

Advanced Medical Transport denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff’s Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.\\_\\_\\_\\_\\_BIPAsettlement.com](http://www._____BIPAsettlement.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### 3. What is the Biometric Information Privacy Act?

The Biometric Information Privacy Act is an Illinois law that restricts certain conduct when collecting biometric information.

### 4. Why is this a class action?

In a class action, one person called the “Class Representative” (in this case, Plaintiff Dakota Marti) sues on behalf of himself and other people with similar claims.

All of the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the class.

### 5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Advanced Medical Transport. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. Advanced Medical Transport denies all legal claims in this case. Plaintiff and Plaintiff’s lawyers think the proposed Settlement is best for everyone who is affected.

**QUESTIONS? CALL [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) OR VISIT  
[www.\\_\\_\\_\\_\\_BIPAsettlement.com](http://www._____BIPAsettlement.com)**

## WHO IS PART OF THE SETTLEMENT

### 6. Who is included in the Settlement?

The Settlement is defined as:

**All individuals who work or worked for Defendants in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendant from May 11, 2018 to January 4, 2021.**

Persons meeting this definition are referred to collectively as the “Settlement Class” and, individually, as “Settlement Class Members.”

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants; (3) any of the Released Parties; (4) the immediate family of any such person(s); any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

### 7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [www.\\_\\_\\_\\_\\_.BIPASettlement.com](http://www._____.BIPASettlement.com) or call the toll-free number, 1-xxx-xxx-xxxx. You also may send questions to the Settlement Administrator at P.O. Box XXXX, XXXX, XX XXXX.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Advanced Medical Transport has agreed to make payments to the Settlement Class Members and pay for notice and administration costs of the Settlement (the “Settlement Fund”). Defendant will pay \$482,090.00 (the “Settlement Fund”). Each Settlement Class Member who does not opt out of this Agreement shall be sent a Claim Settlement Check by the Administrator on a pro rata basis not to exceed \$920.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses, which is estimated to result in a total net amount of \$500-550 for each Settlement Class Member). Settlement Class Members who do not opt out of the Settlement will be sent their Claim Settlement Payments within 30 days following the Effective Date.

### 9. What do I need to do to receive payment under the settlement?

If you are a Settlement Class Member, you do not need to do anything to receive payment under the Settlement. Unless you opt out of the Settlement, the Administrator will mail you a settlement check if the Court grants Final Approval to the Settlement.

### 10. When will I receive my payment?

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT  
[www.\\_\\_\\_\\_\\_.BIPASettlement.com](http://www._____.BIPASettlement.com)**

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

### **11. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Settlement Administrator  
P.O. Box XXXX  
XXXX, XX XXXX

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be excluded, such as “I hereby request that I be excluded from the proposed Settlement Class.” You must also identify the case name, and provide your name, address and telephone number so that you can be identified as a Class Member.

Your exclusion request must be postmarked no later than **XXXXXXXXXX**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

### **12. If I do not exclude myself, can I sue Hardee’s for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

If you do exclude yourself, you are not guaranteed any money.

### **13. What am I giving up to stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit related to actual or alleged violations of the Illinois Biometric Privacy Act that may have arisen while you were employed at Hardee’s, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.\\_\\_\\_\\_BIPAsettlement.com](http://www.____BIPAsettlement.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

### **14. If I exclude myself, can I still get a payment?**

**QUESTIONS? CALL **1-xxx-xxx-xxxx** OR VISIT  
**www.\_\_\_\_BIPAsettlement.com****

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

## THE LAWYERS REPRESENTING YOU

### 15. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Mark Hammervold  
HAMMERVOLD LAW  
155 S. Lawndale Ave.  
Elmhurst, IL 60126  
(405) 509-0372  
mark@hammervoldlaw.com

Rachel Dapeer  
DAPEER LAW, P.A.  
20900 NE 30<sup>th</sup> Avenue, #417  
Aventura, FL 33180  
(954) 799-5914  
rachel@dapeer.com

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

### 16. How will the lawyers be paid?

Class Counsel intend to request up to \$183,190.40 for attorneys’ fees, as well as reimbursement for their actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid from the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$5,000.00 be paid from the Settlement Fund to the Class Representative for Plaintiff’s service as representative on behalf of the whole Settlement Class.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT  
www. BIPAsettlement.com**

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter to the Court that includes the following:

- 1) A heading that includes the case name and case number;
- 2) Your full name, address, telephone number, and if represented by counsel, the name, address, and telephone number of your counsel;
- 3) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 4) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend; and
- 5) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection.

**If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings).**

### 18. What is the difference between objecting and asking to be excluded?

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

## THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

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

The Court has scheduled a Final Approval Hearing on **xxxxxxx at xxx a.m.** at the **xxxxxxxxxxxxxx**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.\\_\\_\\_\\_\\_.BIPAsettlement.com](http://www._____.BIPAsettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

### 20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**QUESTIONS? CALL [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) OR VISIT [www.\\_\\_\\_\\_\\_.BIPAsettlement.com](http://www._____.BIPAsettlement.com)**

### 21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (see Question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

### 22. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, you will be subject to the Settlement and receive payment from the Settlement Fund.

## GETTING MORE INFORMATION

### 23. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [www.\\_\\_\\_\\_\\_BIPAsettlement.com](http://www._____BIPAsettlement.com). You also may write with questions to the Settlement Administrator at [P.O. Box XXXX, XXXX, XX XXXXX](mailto:P.O. Box XXXX, XXXX, XX XXXXX) or call the toll-free number, [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx).

**QUESTIONS? CALL [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) OR VISIT  
[www.\\_\\_\\_\\_\\_BIPAsettlement.com](http://www._____BIPAsettlement.com)**

# Exhibit 3



**If You Worked for Advanced Medical Transport (Peoria Hospitals Mobile Medical Services, d/b/a Advanced Medical Transport of Central Illinois or Advanced Medical Transport of Springfield, Inc.) and utilized a finger scan timekeeping system, You May be Entitled to Compensation**

A Settlement has been reached in a class action lawsuit about whether Advanced Medical Transport (“Defendants”) captured and stored biometric information.

**The Court has not decided who is right.**

**Who’s Included?** The Settlement includes: **All individuals who work or worked for Defendants in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendants from May 11, 2018 to January 4, 2021.** You received this notice because records show that you are a Settlement Class Member.

**What Are the Settlement Terms?** Defendants have agreed to pay class members and to pay for notice and administration costs of the Settlement, attorneys’ fees and expenses incurred by counsel for the Settlement Class, and a service award for Plaintiff. Defendants will pay \$482,090 (the “Settlement Fund”). Each Settlement Class Member shall be sent a Claim Settlement Check by the Administrator on a pro rata basis not to exceed \$920 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses, which is estimated to result in a total net amount of \$500-550 for each Settlement Class Member).

**How Can I Get a Payment?** To get a payment, you do not need to take any further action.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **xxxxxxxxxx**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **xxxxxxxxxx**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **xxxxxxxxxx** to consider whether to approve the Settlement, a request for attorneys’ fees of up to \$183,194.20 actual costs, and a service award of \$5,000.00 to the Class Representative. You may appear at the hearing, either yourself or through an attorney you hire, but you don’t have to. For more information, call or visit the Settlement Website.

www.**xxxxxxxxxx**BIPAsettlement.com

1- xxx-xxx-xxxx

# Exhibit 4

**IN THE CIRCUIT COURT OF LASALLE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

DAKOTA MARTI, individually and on )  
behalf of all others similarly situated, )

Plaintiff, )

v. )

Case No. 2023LA00058

PEORIA HOSPITALS MOBILE )  
MEDICAL SERVICES d/b/a )  
ADVANCED MEDICAL TRANSPORT )  
OF CENTRAL ILLINOIS; ADVANCED )  
MEDICAL TRANSPORT OF )  
SPRINGFIELD, INC. )

Defendants. )

**[PROPOSED] AGREED ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT AND CERTIFYING THE SETTLEMENT CLASS**

Plaintiff Dakota and Defendant Peoria Hospitals Mobile Medical Services d/b/a Advanced Medical Transport of Central Illinois have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release. They have also agreed to add Advanced Medical Transport of Springfield, Inc. as an additional Defendant to this case. Peoria Hospitals Mobile Medical Services and Advanced Medical Transport of Springfield, Inc. collectively shall be referred to herein as “Defendants.”

The Parties reached the Settlement through arm’s-length negotiations by the Parties’ experienced counsel. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Agreed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Class meets the requirements of 735 ILCS § 5/2-801 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representative and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy 735 ILCS § 5/2-801 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application") and request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's Fee Application, and/or the request for Service Award for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's Fee Application and request for Service Awards for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. The Parties request to add Advanced Medical Transport of Springfield, Inc. as an additional Defendant to this case is granted. The Plaintiff's complaint will be deemed to be amended to add the same BIPA claims against Advanced Medical Transport of Springfield, Inc. Kaplan & Gournis, P.C.'s appearance for Peoria Hospitals Mobile Medical Services is hereby amended to include an appearance for Advanced Medical Transport of Springfield, Inc. The caption of this case shall also be modified to include Advanced Medical Transport of Springfield, Inc. as a defendant.

2. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

3. The Court has jurisdiction over the subject matter and Parties to this proceeding.

4. Venue is proper in this Court.

Provisional Class Certification and Appointment of Class Representative and Class Counsel

5. The Court finds, for settlement purposes, that the 735 ILCS § 5/2-801 factors are present and that certification of the proposed Settlement Class is appropriate. The Court therefore provisionally certifies the following Settlement Class.

**All individuals who work or worked for Defendants in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendant from May 11, 2018 to January 4, 2021.**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendants, as well as any parent, subsidiary, affiliate, or control person of Defendants; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

6. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of 735 ILCS § 5/2-801:

(a) Numerosity: In the Action, approximately 524 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendants’ class-wide practices are common to the Plaintiff and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff’s claims are typical of the Settlement Class because they concern the same alleged Defendants’ practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief.

(d) Adequacy: Adequacy relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Class, and Plaintiff has retained competent counsel to represent them and the Settlement Class. Class

Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have brought substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Class in the Action.

(e) Predominance and Superiority: 735 ILCS § 5/2-801 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class. Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged Defendants' practices as well as the same legal theories.

7. The Court appoints Plaintiff Dakota Marti as the Class Representative.

8. The Court appoints the following attorneys and firms as Class Counsel: Mark Hammervold of Hammervold Law and Rachel Dapeer of Dapeer Law, P.A.

9. The Court recognizes that Defendants reserve all of their defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become final for any reason. Defendants also reserve their defenses to the merits of the claims asserted in the event the Settlement does not become final for any reason.

#### Preliminary Approval of the Settlement

10. At the preliminary approval stage, the Court's task is to evaluate whether the

Settlement is within the “range of reasonableness.” 4 *Newberg on Class Actions* § 11.26. Settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.”) (internal quotation marks omitted).

11. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm’s-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

#### Approval of Class Notice

12. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for Service Award for Plaintiff, and their rights to



opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, 735 ILCS § 5/2-801 and the Constitutional requirement of Due Process.

13. KCC Class Action Services, LLC shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, mail and e-mail Notice, and the Long-Form Notice, as set forth in the Settlement and below.

15. Notice. The Administrator shall administer Notice as set forth in the Settlement which shall be commenced no later than 30 days following this Preliminary Approval Order.

16. Settlement Website and IVR. The Administrator shall establish a Settlement Website and an Interactive Voice Response (“IVR”) or similar system to answer questions about the Settlement as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website and IVR shall be established as soon as practicable following Preliminary Approval, but no later than 30 days following this Preliminary Approval Order. The Settlement Website shall include the Settlement, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agrees to include. These documents shall remain on the Settlement Website, and the IVR say remain live, until at least 90 days following the payment of settlement claim payments.

17. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

18. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.m. to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's Fee Application and request for Service Awards for the Class Representative should be granted.

19. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be received by all those listed in the Long-Form Notice on or before the last day of the Opt-out Period, which is 20 days before the Final Approval Hearing ("Opt-Out Deadline"), and mailed to the addresses indicated in the Long Form Notice.

20. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee Application, or the request for Service Awards for Plaintiff. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendants' Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be postmarked no later than 20 days before the Final Approval Hearing, as set forth in the Notice. To be valid, an objection must include the following information:

- 1) A heading that includes the case name and case number;
- 2) The Class Member's full name, address, telephone number, and if represented by counsel, the name, address, and telephone number of counsel;
- 3) A statement of all objector's objections to the Settlement including the legal and factual basis for each objection;

- 4) A statement of whether Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of counsel who will attend; and
- 5) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection.

**The Class Member must file the objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings).**

Further Papers in Support of Settlement and Attorney's Fee Application

21. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for Service Awards for Plaintiff, no later than 30 days before the Final Approval Hearing.

22. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request Service Awards for Plaintiffs no later than 15 days before the Final Approval Hearing.

Effect of Failure to Approve Settlement

23. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendants or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents

relating to, either Party’s withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

Stay/Bar of Other Proceedings

24. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

25. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

<u>Event</u>	<u>Date</u>	<u>Timeline</u>
Deadline to Commence Notice		30 days after Preliminary Approval Order
Deadline for filing Motion for Final Approval of the Settlement and Class Counsel’s Fee Application and expenses, and for Service Awards		30 days before the Final Approval Hearing
Deadline for opting-out of the Settlement and for submission of Objections		20 days before the Final Approval Hearing
Deadline for Responses to Objections		15 days before the Final Approval Hearing
Final Approval Hearing		

**DONE and ORDERED** at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Circuit Court Judge

Copies furnished to: Counsel of Record