

**IN THE CIRCUIT COURT OF WILL COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

Jose Solórzano, on behalf of himself and
similarly situated laborers,
known and unknown

Plaintiff,

v.

El Guero de Crest Hill, Inc.,

Defendant.

Case No.: 19 CH 1196

Judge Roger D. Rickmon

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
AND FAIRNESS HEARING**

To: All current and former employees of Supermercado El Guero of Crest Hill in Illinois between August 15, 2014 and July 14, 2023 a class action lawsuit may affect you.

What is this Notice About?

This Notice is to tell you about the Settlement of a “class action” lawsuit (the “Litigation”) that was filed against El Guero of Crest Hill, Inc. (“Defendant”) and to tell you about a hearing before Judge Rickmon on March 1, 2024 at 9:00 a.m. in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432, (“Fairness Hearing”) to determine whether the proposed Settlement described in the Class Action Settlement Agreement (the “Settlement”) fairly resolves the claims against Defendant as explained below.

This Notice **is not** a notice of a lawsuit against you. An Illinois Court has authorized this Notice.

What is the Litigation about?

This lawsuit was filed by Jose Solórzano (“Plaintiff”) on behalf of himself and other similarly situated laborers who were employed by El Guero from August 15, 2014, and July 14, 2023, for whom El Guero of Crest Hill has obtained handprints for use with El Guero’s biometric clock in and clock out system. In the lawsuit, Plaintiff seeks monetary recovery for violations of the Illinois Biometric Information Privacy Act (“BIPA”), as well as his attorney’s fees and costs. The Defendant has denied all allegations of wrongdoing, and no Court has held that the Defendant violated the law. The Plaintiff and the Defendant have reached a Settlement which, upon Court approval, will resolve the remaining aspects of the litigation.

Why did I get this Notice?

You received this Notice because you have been identified as a person in the Class, defined as:

All persons who have been employed by Defendant in Illinois for whom Defendant has obtained handprints for use with Defendant’s biometric clock in and clock out system from August 15, 2014, to July 14, 2023.

If you meet the definition of the Class, you are eligible to participate in the Settlement and may be eligible for compensation as described below. **If you do not wish to participate in the Settlement and receive a Settlement Payment, you may also exclude yourself or opt-out of the Settlement. Information on how to exclude yourself from the Settlement is available on page 3 of this Notice.**

What is the “Settlement” and how was it agreed upon?

Plaintiff and the Defendant agreed to a Settlement of this litigation in which the Defendant has agreed to compensate Plaintiff and other similarly situated for the allegations in Plaintiffs’ complaint. The Defendant has denied all wrongdoing, and no court has held that the Defendant violated the law. The Settlement includes a procedure for eligible persons to receive their share of the Settlement Fund. There has been no determination by a court, administrative agency, or other tribunal as to the truth or validity of Plaintiffs’ allegations against the Defendant in this Lawsuit.

Substantial amounts of time, energy, and other resources have been devoted by the Parties in prosecuting and in defending the lawsuit. In Settlement negotiations, the Parties have taken into account the risk of further litigation. In light of this, the Parties believe that the Settlement is the best way to resolve the lawsuit while minimizing further expenditures.

The Parties and their attorneys believe that the Settlement is fair, reasonable, and adequate, and in the best interests of all of the Settling Parties, including the Settlement Class.

What are the terms of the Settlement?

The Defendant has agreed to pay a total Settlement Amount of Six Hundred Twenty Thousand and One Hundred and 00/100 Dollars (\$620,100.00) to resolve any and all claims of BIPA violations against the Defendant arising out of El Guero de Crest Hill’s collection of handprints using its biometric clock in and clock out system from August 15, 2014, through July 14, 2023.

Each Class Member shall be allocated a proportionate share of the Settlement Amount after the Settlement Amount has been reduced by: (1) \$10,000.00 to the Plaintiff as a service award and for executing a full release of all claims as to Defendant and for helping to litigate and settle this Lawsuit; (2) no more than one-third (33.3%) of the Settlement Amount, as approved by the Court, as payment for Class Counsel’s attorneys’ fees and reasonable costs, and (3) the costs of administering the Settlement up through final approval of the Settlement. The Settlement Amount as reduced by the foregoing amounts is referred to as the “Net Class Settlement Fund.”

What am I entitled to recover under the Settlement?

If the Settlement is approved by the Court, every Settlement Class Member, including Plaintiff, who timely submits a valid claim form will receive a pro rata Settlement Payment. Each Class Member who files a valid, timely claim will receive an equal share of the Net Class Settlement Fund. The amount you receive will depend on how many Class Members file valid, timely claims.

The Parties have agreed that each Claimant’s Settlement Payment will be considered compensatory damages and will be reported as such on an IRS Form 1099 where mandated by the Internal Revenue Service. Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement.

How do I receive a Settlement Award?

To receive a part of the Class Settlement Fund, you must complete and sign the Claim Form without alteration or amendment and return it to the Claims Administrator on or before January 12, 2024. *If you do not timely complete and return a signed and fully completed Claim Form, you will not receive a monetary Settlement award.*

Am I required to participate in the Settlement?

No, you may do nothing, and you will remain a member of the Class and bound by the Settlement but you will not receive a check. You also have the right to exclude yourself from the Lawsuit and “opt-out” of the Settlement if you comply with the opt-out procedure stated below. If you exclude yourself, you will not receive money from this Settlement. You may also object to the Settlement, as set forth below.

What is the Fairness Hearing and do I need to attend?

The purpose of the Fairness Hearing in this case is to determine whether the proposed Settlement of the lawsuit is fair, reasonable, and adequate, and whether the proposed Settlement should be finally approved by the Court and the Lawsuit dismissed. **Any Class Member who is satisfied with the proposed Settlement does not have to appear at the Fairness Hearing.** The Fairness Hearing will be held before Judge Rickmon on March 1, 2024 at 9:00 a.m. in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432.

How can I opt-out of the Settlement?

To exclude yourself from the Settlement, you must submit the following written statement to the Claims Administrator at the address below: “I request to be excluded from the Settlement in *Solórzano v. El Guero de Crest Hill, Inc.*, Case No.: 19 CH 1196.” You must also include your full name, address, and telephone number, and you must personally sign the letter. **The Request for Exclusion must be filed no later than January 12, 2024, to be effective. If you opt-out of the Settlement you will not recover any money as part of this Settlement.** You may, however, pursue other legal remedies apart from the Settlement that may be available to you. Neither the Parties nor their attorneys make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out. **YOU SHOULD NOT OPT-OUT IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.**

How can I object to the Settlement?

Any person who has not validly and timely opted-out of the Settlement but who objects to the proposed Settlement may appear in person or through counsel at the Fairness Hearing and be heard as to why the Settlement should not be approved as fair, reasonable, and adequate, or why a final judgment should or should not be entered dismissing the Lawsuit with prejudice. No attorneys’ fees will be paid by Defendant to an objector’s counsel for work related to an objection to this Settlement. If you choose to object to the Settlement, you must on or before January 12, 2024 mail your written objection to the Claims Administrator, at the address below, with copies to Class Counsel and Defendant’s counsel. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Your written objection must also include (a) your full name, address, and, telephone number, (b) dates you were employed at Supermercado El Guero de Crest Hill; (c) last four digits of your employee identification number, (d) copies of papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of your objection, and (f) your signature, even if you are represented by counsel. The objection must further specify whether it applies only to the objector, to a subset of the class, or to the entire Class. Settlement Class Members who do not timely make their objections

in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

Solorzano-El Guero Class Claims Administrator
c/o Atticus Administration
PO Box 64053, St. Paul, MN 55164

Christopher J. Williams
National Legal Advocacy Network
Attn: *Solorzano-El Guero* Settlement
1 N. LaSalle Street, Suite 1275, Chicago, IL 60602

Michael R. Luchsigner
Segal, McCambridge, Signer & Mahoney, LTD
Attn: *Solorzano v El Guero* Settlement
233 S Wacker Drive, Suite 5500, Chicago, IL 60606

If you file an objection and wish it to be considered, you must also appear at the Final Fairness Hearing before Judge Rickmon on March 1, 2024, at 9:00 a.m. in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432, at which time the Court will consider whether to grant final approval of this Settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why you believe the Settlement should not be approved.

When is the Court hearing to determine if the Settlement is fair?

The Fairness Hearing will be held before the Honorable Roger D. Rickmon on March 1, 2024, at 9:00 a.m. in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432. The Fairness Hearing may be adjourned from time to time as the Court may direct, without further notification. If you are a member of the Settlement Class, you will be bound by the proposed Settlement if it is approved, unless you opt-out by making a timely Request for Exclusion as described above.

What rights am I giving up if I participate in the Settlement?

Class Members who do not opt out of the Settlement, will release, and forever discharge El Guero de Crest Hill, Inc., and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and its past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Released Parties”), from any and all claims of BIPA violations arising out of employment with Defendant from August 15, 2014 through July 14, 2023, known or unknown, that they may have against any Released Party.

How are the lawyers for the Settlement Class Paid?

Subject to Court approval, Class Counsel will receive no more than One-Third of the Total Settlement Amount for all past and future attorneys’ fees and reasonable costs incurred that will be incurred in this Lawsuit through final approval of the Settlement as set forth in the Settlement Agreement.

What if the Court does not approve the Settlement?

If the Court does not approve the Settlement, the case will proceed as if no Settlement had been attempted, and there can be no assurance that the Class will recover more than is provided for in the Settlement Agreement, or indeed, anything.

Can I review a copy of the Settlement Agreement or other papers that were filed with the Court?

Yes, all documents relevant to this Litigation and Settlement are available at the Settlement Website, www.ElGueroCrestHill-Settlement.com. You may also review the pleadings and other papers filed in the Lawsuit, which may be inspected at the Office of the Clerk of the Circuit Court Will County Courthouse, 100 W Jefferson St, Joliet, IL 60432, during regular business hours of each court day. In addition, you may also contact Class Counsel to review copies of the Settlement papers filed with the Court at:

Christopher J. Williams
National Legal Advocacy Network
1 N. LaSalle Street, Suite 1275
Chicago, IL 60602
(312) 795-9120

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS SETTLEMENT. DIRECT QUESTIONS ABOUT THE SETTLEMENT TO CLASS COUNSEL.

Dated: November 13, 2023

BY ORDER OF THE CIRCUIT COURT OF
WILL COUNTY, ILLINOIS COUNTY
DEPARTMENT, CHANCERY DIVISION