

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Franz Vergara v. SFC Foods Chicago Inc. d.b.a Seafood City Supermarkets*  
Case No. 2024CH00432  
Circuit Court of Cook County, Illinois, Chancery Division

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WORKED AT SEAFOOD CITY LOCATED WITHIN THE STATE OF ILLINOIS AND SCANNED YOUR HAND OR HANDPRINT FOR TIMEKEEPING PURPOSES AT ANY TIME FROM JANUARY 22, 2019 TO MAY 22, 2024.**

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

**Class Member #:**

**WHY DID I GET THIS NOTICE?**

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Franz Vergara v. SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets*, Case No. 2024CH00432 in the Circuit Court, Chancery Division of Cook County, Illinois. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Defendant collected, captured, received, stored or otherwise obtained, retained, disseminated, or disclosed their hand scan data and/or any other biometric identifiers and/or information without first providing them with legally-required written disclosures and obtaining written consent under the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1.

Defendant contests these claims and denies that it violated BIPA. However, Defendant agreed to settle the matter to avoid further costly, distracting, and time-consuming litigation without any admission or finding of wrongdoing.

If you received this Notice, you have been identified as someone who worked at Seafood City in the State of Illinois and who had their biometric identifiers and/or biometric information collected, captured, received, obtained, maintained, stored, or disclosed by Defendant in alleged violation of BIPA, as alleged in the Complaint at any time from January 22, 2019 to May 22, 2024.

Without making any finding as to the merits of this case, the Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

**WHAT IS THIS LAWSUIT ABOUT?**

BIPA generally prohibits private entities from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as hand scans, of another individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by collecting, capturing, receiving,

storing, or otherwise obtaining, retaining, disseminating, or disclosing individuals' hand scan data and/or any other biometric identifiers and/or information in Illinois without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims and denies that it violated BIPA.

### **WHY IS THIS A CLASS ACTION?**

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All these people together are a "Class" or "Class Members." Once a Class is certified, a class action settlement finally approved by the Court resolves the issues for all settlement class members, except for those who timely exclude themselves from the Settlement Class.

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

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. In exchange for certain releases (described below and in detail in the Settlement Agreement) by the Settlement Class Members, the Settlement requires Defendant SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representative, if such payments are approved by the Court.

The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law if this case were to proceed to trial.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before the Settlement can be effective. The Court has certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this Notice and the opportunity to exclude themselves from the Settlement Class, or to voice their support or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

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

You are a member of the Settlement Class if you worked at Seafood City located within the State of Illinois at any time between January 22, 2019 and May 22, 2024 and your hand, palm, handprints, and/or any other biometric identifier was used to record your time worked. You will be considered a member of the Settlement Class unless you timely file a valid exclusion request as described in this Notice.

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

#### **(1) Accept the Settlement.**

**To accept the Settlement, you do not need to do anything.** If you are receiving this Notice, you are currently considered a member of the Settlement Class and will continue to be unless you exclude yourself from the Settlement. You will be bound by the judgment, and you will release claims against Defendant as discussed below.

#### **(2) Exclude yourself.**

You may exclude yourself from the Settlement. If you do so, you will not receive any payment. You will not be part of the class and will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and you will be free to pursue whatever legal rights you may have at your own risk and expense, except that you will not be entitled to object to the

Settlement. To exclude yourself from the Settlement, you must mail your written request for exclusion to the Settlement Administrator (address is provided below) with your name, address, and telephone number; the name and number of this case; a statement that you wish to be excluded from the Settlement Class; and your signature, postmarked on or before **June 1, 2026**. If your request for exclusion is not postmarked on or before this date, or does not contain any of this required information, your request for exclusion will be denied and you will continue to be a member of the Settlement Class.

**(3) Object to the Settlement.**

If you wish to object to the Settlement, you must submit your objection in writing to Courtroom 2410, Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602. The objection must be filed with the Court no later than **June 1, 2026**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (addresses below), as well as the attorneys representing Defendant (Steve A. Miller and Scott C. Fanning of Fisher & Phillips LLP 10 S. Wacker Drive, Suite 3450 Chicago, Illinois 60606), postmarked no later than **June 1, 2026**. A copy of the objection must also be mailed to **Simpluris, Inc. at P.O. Box 25226, Santa Ana, CA 92799**. Any objection to the proposed Settlement must include your (i) full name, address, telephone number, and email address; (ii) the case name and number of this Litigation; (iii) the date range during which you were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last five years; (vi) a statement of whether you are represented by counsel and if so, a list of all objections filed by that counsel; (vii) a statement of whether you intend to appear at the Final Approval Hearing with or without counsel; and (viii) your signature. If you hire an attorney in connection with making an objection, you must provide the name, address, and telephone number of your attorney, and that attorney must also file with the Court a notice of appearance by the objection deadline of **June 1, 2026**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection. Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and will not be heard or have the right to appeal approval of the Settlement.

You may appear at the Final Approval Hearing, which is to be held on **June 17, 2026 at 10:00am**, in person in Courtroom 2410 of the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602, or by Zoom (Meeting ID: 955 3557 3920; Password Not Required), on your own behalf or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

**WHAT DOES THE SETTLEMENT PROVIDE?**

**Payments.** Defendant has agreed to make available a \$300,000.00 Settlement Fund for the Class Members. All Settlement Class Members, unless they seek exclusion, are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member will be entitled to an equal gross amount share of approximately \$751.87 out of the Settlement Fund, less deductions for settlement administration costs, attorneys' fees and costs, and a service award to the Named Plaintiff. After these deductions, it is estimated that each Settlement Class Members shall receive a net sum of approximately \$417.00. The Settlement Administrator will issue a check to each Class Member following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void

120 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 37.5% of the Settlement Fund, or \$112,500.00, plus reasonable costs, for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$7,500.00 for his time, effort, and service to the Class in this matter.

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

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the Released Parties (as defined in the Settlement Agreement), relating to the collection or obtainment, storage, use and disclosure of fingerprints, finger scan data, hand scan data, and/or any other biometric identifiers and/or information or other claims arising under BIPA. Giving up your legal claims is called a release. The specific and precise terms of the release are in the Settlement Agreement, which is available upon request. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to Class Counsel, who is identified below and who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense. **Do not call counsel for Defendant.**

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

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement. However, if the Court finally approves the Settlement, checks are anticipated to be mailed within twenty-eight days after the court order becomes final. *[or within 21 days of the Effective Date]*. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

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

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to, among other things, determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative's incentive award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **June 17, 2026 at 10:00am**, in person in Courtroom 2410 of the Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602, or by Zoom (Meeting ID: 955 3557 3920; Password Not Required). The Fairness Hearing may be continued to a future date without further notice.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. This means that Class Members who do not exclude themselves will be barred from bringing their own lawsuits or joining or participating as a class member in any other lawsuit for recovery against Defendant based on, related to, or derivative of the allegations made in this case. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will

have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

#### **WHO REPRESENTS THE CLASS?**

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Ryan F. Stephan  
James B. Zouras  
Danielle M. Sweet  
**STEPHAN ZOURAS, LLC**  
222 W. Adams Street, Suite 2020  
Chicago, Illinois 60606  
312.233.1550  
312.233.1560 *f*  
rstephan@stephanzouras.com  
jzouras@stephanzouras.com  
dsweet@stephanzouras.com

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

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained by contacting Class Counsel. If you have any questions, you can also contact Class Counsel at the number or email addresses set forth above or contact the Settlement Administrator (contact information below). **Please do not call the Judge or the Clerk of the Court, or Defendant’s Counsel about this case. They will not be able to give you advice on your options.**

SFC BIPA Settlement  
Simpluris, Inc.  
P.O Box 25226  
Santa Ana, CA 92799  
(833) 386-6485  
[info@SFCBIPASettlement.com](mailto:info@SFCBIPASettlement.com)  
[www.SFCBIPASettlement.com](http://www.SFCBIPASettlement.com)