

## NOTICE OF CLASS ACTION SETTLEMENT

**You may benefit from this. Please read it carefully. You are not being sued.**

### IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT CLINTON COUNTY, ILLINOIS - CHANCERY DIVISION

Flor Gomez and Jesus A. Gomez Garcia,  
individually and on behalf of themselves and  
all other similarly situated persons, known  
and unknown,

***Plaintiffs,***

**v.**

Bass Company LLC d/b/a Breese Journal &  
Publishing Company,

***Defendant.***

**Case No. 2023CH4**

## NOTICE OF CLASS ACTION SETTLEMENT

**YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE REQUIRED TO SCAN YOUR FINGER OR OTHER BODY PART FOR EMPLOYEE TIMEKEEPING PURPOSES BY BASS COMPANY, LLC D/B/A BREESE JOURNAL AND PUBLISHING COMPANY AT ANY TIME BETWEEN MAY 15, 2018 AND NOVEMBER 2023 IN THE STATE OF ILLINOIS.**

### **A. Why did I get this Notice?**

This is a court-authorized notice of a proposed Settlement (“Settlement”) in a class action lawsuit, *Gomez, et al. v. Bass Co., LLC d/b/a Breese Journal & Publishing Co.*, Case No. 2023CH4, in the Circuit Court of Clinton County, Illinois (“Lawsuit”). The Settlement would resolve a lawsuit brought on behalf of persons who allege that Bass Company, LLC d/b/a Breese Journal and Publishing company (“Defendant”) required workers/its employees to provide their biometric identifiers and/or biometric information for timekeeping purposes in the State of Illinois without first providing them with legally required written disclosures and obtaining written consent, in alleged violation of the Illinois Biometric Information Privacy Act (“BIPA”). Defendant denies these claims and denies that it violated BIPA or any other applicable law. If you received this Notice, you have been identified as someone who may have been required to provide your biometric identifiers and/or biometric information to Defendant for timekeeping purposes in the State of Illinois between May 25, 2018 and November 2023. 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.

### **B. What is this Lawsuit about?**

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from capturing, obtaining, storing, transferring, and/or using biometric identifiers and/or information of an 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 requiring current and/or former workers/employees to have their biometric data scanned for timekeeping purposes in the State of Illinois between May 15, 2018 and November 2023, without first providing the requisite disclosures or obtaining the requisite consent. Defendant denies these claims, denies the allegations in the Lawsuit, and denies that it violated BIPA or any other law. The Court has not decided the merits of the claims against Defendant or Defendant’s defenses to those claims. Both sides agreed to the Settlement to resolve the Lawsuit to avoid further litigation and the risks associated therewith.

### C. Why is this a Class Action?

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

### D. 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 and the Released Parties. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and a Class Representative Award to the Class Representative, if 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.

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 it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can submit a Claim Form to receive the benefits offered by the Settlement. Class members may also exclude themselves from the Settlement Class, or object 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.

### E. Who is in the Settlement Class?

You are a member of the Settlement Class if, at any time between May 15, 2018 and November 2023, you were required to provide your biometric information (e.g. finger scan) for timekeeping purposes by Defendant within the State of Illinois and have not previously signed a waiver or release relating to these claims. You will be considered a member of the Settlement Class unless you properly execute and file a timely request for exclusion from the Class as explained below.

### F. What are my options?

**1. Accept the Settlement.** To accept the Settlement and claim your settlement funds, **you must submit a Claim Form by May 7, 2025.** The Claim Form is provided with this notice below. To make a claim, fill out the Claim Form and place in the self-addressed envelope that is also included with this Notice. You do not need to apply postage to the envelope – you can simply place it in the US mail.

If you are a Settlement Class Member and you timely return a completed and valid Claim Form, and if the Court grants final approval of the Settlement, you will receive a check. If required by law, you may also be sent a 1099 tax reporting form.

**2. Do Nothing.** If you do nothing, you will receive no money or other benefits from the Settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Defendant or Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue Defendant and the other Released Parties for alleged violations of BIPA and all other Released Claims as defined in the Settlement Agreement.

**3. Exclude yourself.** If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement by **April 17, 2025.** If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the Settlement, you must mail your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must be postmarked by **April 17, 2025**, include: (a) your full name, address, and current telephone number; (b) the case name and number of this Lawsuit; (c) the date range during which you were employed by or worked for Defendant; (d) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (e) the identification of any other exclusion requests you have filed, or have had filed on your behalf, in any other class action cases in the last five years; and (f) your signature. If represented by counsel, you must also provide the name and telephone number of your counsel. If you

exclude yourself, you will not receive money or any other benefits from this Settlement, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Defendant and Released Parties **at your own risk and expense**. You cannot exclude yourself by phone.

Gomez v Bass Company LLC  
c/o Analytics Consulting LLC  
PO Box 2006  
Chanhassen MN 55317-2006

#### 4. Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of Clinton County, Illinois. The objection must be received by the Court no later than **April 17, 2025**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (address below), as well as the attorney representing Defendant: Melissa Siebert, Cozen O'Connor, 123 N. Wacker Dr, Suite 1800 Chicago, IL 60606, postmarked no later than **April 17, 2025**. Any objection to the proposed Settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Lawsuit; (iii) the date range during which you were employed by or worked for 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 four years; and (vi) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **April 17, 2025**. 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.

You may appear at the Final Approval Hearing, which to be held on **June 10, 2025 at 9:00 a.m.** in his courtroom at the Clinton County Courthouse, 850 Fairfax Street, Carlyle, IL 62231 and via Zoom (Zoom Meeting ID: 326 451 2046 Password: None), in person 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 Class Representative Awards to the Class Representatives 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.

#### G. What does the Settlement provide?

**Cash Payment.** Defendant has agreed to create a Settlement Fund for the Settlement Class Members. All Settlement Class Members 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 payment out of the Settlement Fund, less deductions for settlement administration costs, attorneys' fees, and Class Representative Awards to the Named Plaintiffs. 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 180 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 33.33%, plus reasonable costs, for the substantial time, expense and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representatives also will apply to the Court for a payment of up to \$2,000 for their time, effort, and service to the Class in this matter.

#### H. 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 Released Parties and their related entities and relating to the use of the biometric Timekeeping System during the Class Period. Giving up your legal claims is called a release. The 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 the attorneys identified below 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.

## **I. When will I be paid?**

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. 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.

## **J. 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 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 only, 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 Awards that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **June 10, 2025 at 9:00 a.m.** at the Clinton County Courthouse, 850 Fairfax Street, Carlyle, IL 62231 and via Zoom (Zoom Meeting ID: 326 451 2046 Password: None). 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. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the Lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Settlement Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Settlement 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. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

## **K. 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.

James Dore and Daniel Schlade  
Justicia Laboral, LLC  
6232 N. Pulaski Road, Suite 300A  
Chicago, IL 60646  
(312) 429-5712  
jdore@justicialaboral.com  
dschlade@justicialaboral.com

## **L. 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 going to [www.bipasettlementbasscompany.com](http://www.bipasettlementbasscompany.com). If you have any questions, you can also call at the number or email addresses set forth above. In addition to all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

Gomez v Bass Company LLC  
c/o Analytics Consulting LLC  
PO Box 2006  
Chanhassen MN 55317-2006  
Email: [bipasettlementbass@noticeadministrator.com](mailto:bipasettlementbass@noticeadministrator.com)