

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

FILED
11/19/2021 9:06 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2020CH07544

IYANA HUMPHRIES, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

ONNI CONTRACTING LTD.,

Defendant.

Case No. 2020CH07544

Judge: Hon. Neil Cohen

15682993

**DECLARATION OF ARUN G. RAVINDRAN IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR SERVICE AWARD AND FEE AWARD**

I, Arun Ravindran, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I represent Plaintiff Iyana Humphries (hereinafter "Representative Plaintiff") in this action, and I submit this declaration in support of Plaintiff's Unopposed Motion for Service Award and Fee Award filed concurrently herewith.¹

BACKGROUND AND EXPERIENCE

2. I am a member in good standing of the Florida Bar and the New York Bar and the United States District Courts for the Southern District of Florida and Southern District of New York; and the United States Courts of Appeals for the Eleventh Circuit. I have been admitted to this Court *pro hac vice*.

3. I received my Bachelor of Arts from Emory University in 2002 and my Juris Doctor from Emory University School of Law in 2007. From 2007 through 2009 I practiced federal criminal defense in New York City as an Associate with the Law Office of Jesse M. Siegel. From 2009 through 2013 I served as a Judge Advocate in the United States Marine Corps serving as a

¹ Unless otherwise defined herein, capitalized words and phrases shall have the same meaning as in Section 2 ("Definitions") of the Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit 1**.

defense counsel (trying 6 courts-martial to verdict) and legal assistance attorney. From 2013 through 2014, I served as law clerk to the Honorable Patricia A. Seitz, United States District Judge for the Southern District of Florida. During my clerkship with Judge Seitz, I managed one-third of the Court's civil docket and drafted numerous orders and opinions at all stages of litigation in a wide range of class action matters. Following my clerkship, I served as an Assistant Federal Public Defender (AFPD) in the Southern District of Florida for approximately five years. I appeared as counsel of record in more than 300 federal criminal cases and tried sixteen federal criminal trials to verdict. Following my service as an AFPD I worked at Berger Singerman, LLP, a full-service law firm with offices throughout Florida, as a Dispute Resolution Team Associate from September 2019 through January 2021.

4. I joined the law firm Hedin Hall, LLP in January 2021 and my practice (and the Firm's) focuses exclusively on consumer, data privacy, and securities class actions in state and federal courts around the country.

5. Hedin Hall LLP was founded in in March 2018. With offices in Miami, Florida and San Francisco, California, our firm focuses on class action litigation in the data privacy, financial services, and securities realms (*see* Ex. 2 hereto (Hedin Hall LLP firm resume)), and takes on as much pro bono work as we possibly can, *see, e.g., Groover v. U.S. Corrections, LLC, et al.*, No. 15-cv-61902-BB (S.D. Fla.) (representing plaintiff and putative class against country's largest private prisoner extradition companies in Section 1983 civil rights action alleging violations of the Eighth Amendment).

6. Over the past three and a half years, the firm has secured meaningful relief for classes of consumers and investors in a wide range of matters. *E.g., Olsen, et al. v. ContextLogic Inc.*, No. 19CH06737 (Cir. Ct. Cook Cnty. Ill., Jan 7, 2020) (\$16 million settlement of TCPA class action finally approved); *E.g., Donahue v. Everi Payments, Inc., et al.*, No. 2018-CH-15419 (Cook Cnty., Ill. Cir. Ct.) (\$14 million settlement of FACTA class action finally approved); *Owens, et al. v. Bank of America, N.A., et al.*, No. 19-cv-20614-MGC (S.D. Fla.) (\$4.95 million settlement of overdraft-fee class action finally approved); *Liggio v. Apple Federal Credit Union*, No. 18-cv-

1059-LO (E.D. Va.) (\$2.7 million settlement of overdraft-fee class action finally approved); *Kokoszki v. Playboy Enterprises, Inc.*, No. 19-cv-10302-BAF (E.D. Mich.) (\$3.8 million settlement of Michigan PPPA class action finally approved); *In re Menlo Therapeutics Inc. Sec. Litig.*, Case No. 18CIV06049 (Cal. Sup Ct., San Mateo County) (\$9.5 million class settlement on behalf of IPO investors finally approved); *In re EverQuote, Inc. Sec. Litig.*, (N.Y. Supreme, New York County), Case No. 651177/2019 (\$4.75 million class settlement on behalf of IPO investors finally approved).

7. In addition to the instant matter, Hedin Hall LLP presently serves as class counsel or lead or co-lead plaintiffs' counsel on behalf of plaintiffs and putative classes of consumers in several data-privacy matters. The firm also currently represents consumers in class actions against financial institutions arising from the assessment of allegedly improper fees, interest, and other charges to consumers' accounts. Another aspect of our practice is representing classes of aggrieved investors in securities class actions in state and federal courts nationwide.

8. A copy of the firm resume of Hedin Hall LLP is attached hereto as Exhibit 2. Hedin Hall is well suited to continue to represent the Representative Plaintiff and Settlement Class in this matter.

PREFILING INVESTIGATION, NEGOTIATION AND SETTLEMENT

I. Pre-Filing Investigation

9. Hedin Hall commenced our investigation into the factual and legal issues underlying this case in 2020. The pre-filing efforts that the firm undertook included:

- A. Researching the nature of Defendant Onni Contracting LTD.'s (hereinafter "Defendant" or "Onni")² business, size, number of employees, and location;
- B. Interviewing Representative Plaintiff to understand Defendant's timekeeping practices and whether such practices were BIPA compliant;

² The parties have stipulated that the named Defendant "Onni Contracting LTD." was incorrectly sued. The correct entity, as reflected in the Settlement Agreement, is Onni Properties (Chicago) Inc.

- C. Determining the likely measure of statutory damages that would be awarded if successful in a BIPA action against the company;
- D. Assessing the factual and legal basis for any potential defenses to the BIPA claims alleged in the Complaint; and
- E. Reviewing Defendant's litigation history to determine whether Defendant had any pending claims on either an individual or class-wide basis.

10. Due to these extensive information-gathering and pre-filing efforts, the firm was able to develop a viable theory of liability for BIPA claims against Defendant, analyze the legal issues relevant to the merits of claims, assess the likelihood of success of potential defenses, and ultimately prepare a complaint against Defendant aimed at maximizing the likelihood of certifying a class and recovering meaningful class-wide relief.

II. The Complaint and Ensuing Settlement Negotiations

11. Following this pre-filing investigation and analysis, on December 31, 2020, Plaintiff filed his Class Action Complaint in the Circuit Court of Cook County, Chancery Division.

12. Settlement negotiations commenced in mid-March. To meaningfully advance those discussions, Defendant provided Plaintiff with discovery regarding the potential class size and availability of insurance coverage.

13. The parties negotiated at arm's length for several months concerning various aspects of the relief and notice and distribution plan. Ultimately, the parties arrived at a proposed class-wide Settlement, memorialized in the Settlement Agreement (Ex. A).

14. Thereafter, after procuring estimates for the notice and distribution plan costs, the parties agreed to engage JND Legal Administration ("JND"), a nationally recognized class-action settlement administration company with prior experience administering BIPA employee class settlements, to administer the Settlement. Plaintiff's counsel and Defendant's counsel reviewed JND's quote, and upon determining the quote was reasonable and in line with industry standards, agreed to engage JND as Settlement Administrator. Plaintiff's counsel worked with Defendant's counsel and JND to ensure that the Notice complied with due process and applicable law and is

easily understood by Settlement Class Members.

15. After completing confirmatory discovery, selecting a Settlement Administrator, and negotiating the remaining details of the proposed Settlement, the Settlement Agreement was executed on September 29, 2021.

THE FAIRNESS AND REASONABLENESS OF THE SETTLEMENT

16. As described above, my firm and I conducted a thorough independent examination, investigation, and evaluation, both prior to and after commencing this litigation, into each of the many factual and legal issues relevant to the merits of Plaintiff's claims and the defenses potentially available to Onni, which enabled Representative Plaintiff and my firm to meaningfully assess the strengths and weaknesses of Representative Plaintiff's claims and the asserted defenses, as well as the likelihood of prevailing at class certification and obtaining relief for the Settlement Class.

17. We requested, obtained, and reviewed information bearing on the merits of the claims and issues of class certification, both prior to engaging in settlement discussions, as well as during negotiations and in the process of finalizing the settlement. Additionally, defense counsel provided evidence that it had implemented BIPA-compliant measures for newly onboarded workers. As further prospective relief, Onni agreed in the Settlement Agreement to destroy (if it had not already destroyed), within 30 days of the entry of the Preliminary Approval Order, all biometric information within its possession, custody, or control pertaining to individuals who had not signed BIPA-compliant consent documents and to comply with BIPA in connection with any ongoing use of the Time-Keeping System. The undersigned has confirmed that Onni has complied with its prospective relief obligations under the Settlement Agreement.

18. Over multiple telephone discussions and email exchanges, the Parties were able to finalize and memorialize each term of the Settlement Agreement and the various exhibits incorporated therein, including reaching agreement upon the precise form and content of the Notice. All of the Parties' settlement negotiations were conducted at an arm's length basis and without any form of collusion.

19. During the Parties' settlement discussions, Onni's highly experienced counsel indicated that, had this litigation progressed, Onni would have committed to defending and litigating this matter at every stage of the proceedings. Based on my experience litigating BIPA cases, unresolved issues pending before the Courts present real, substantial risks of non-recovery to the Settlement Class, including, among others, a potential narrowing of the five-year statute of limitations and potential preemption by the Workers Compensation Act. Further, Onni's counsel indicated that that it would argue that the information captured by its handprint scanners were not actually "biometric identifiers" or "biometric information" subject to BIPA.

20. Under the Settlement Agreement, Defendant agreed to establish a Settlement Fund in an amount that equates to \$800 for a violation of BIPA, multiplied by the number of Settlement Class Members (124), for a total payment of \$99,200. The undersigned has confirmed that Onni has complied with its obligations under the Settlement Agreement to establish the Settlement Fund. After deductions for Settlement Administration fees, and Attorneys' costs and fees and a Service Award (if approved), each Settlement Class Member who does not file a request for exclusion will automatically receive (without the need to file a claim form) a check or electronic wallet transfer for approximately \$380.00.

21. In light of the substantial, immediate benefits provided by the Settlement including a cash payment directly to the members of the Settlement Class without the need for filing a claim form and the prospective relief the Settlement provides, I consider the Settlement an excellent outcome for the Settlement Class.

22. Representative Plaintiff and I executed the formal Settlement Agreement only after exploring every possible avenue of recovery, thoroughly negotiating each term of the Settlement Agreement and all exhibits thereto, and carefully confirming the size and scope of the Settlement Class.

23. Representative Plaintiff provided substantial assistance in advance of the litigation, (including providing information about Onni's biometric timekeeping practices), vigorously prosecuted the case on behalf of the Settlement Class during the litigation and assisted Class

Counsel in negotiating the proposed Settlement on behalf of the Settlement Class. Representative Plaintiff strongly supports the Settlement and believes that it is in the best interests of the Settlement Class.

24. Based on my experience litigating this case and the many prior similar cases Hedin Hall, LLP has handled, as discussed above, I firmly believe that the proposed Settlement is fair, reasonable, and adequate, and that it is in the best interests of the members of the Settlement Class.

25. On October 12, 2021, the Court granted preliminary approval of the Settlement.

26. Since the Court preliminarily approved the Settlement, Class Counsel has worked with the Settlement Administrator, JND, to carry out the Court-approved notice plan. Specifically, Class Counsel helped compile and review the contents of the class notices and reviewed and tested the settlement website. Class Counsel also worked with Defendants and JND to secure the class list and effectuate Notice.

27. Class Notice has been disseminated to the Settlement Class by U.S. Postal Mail, and, where available, by email. Moreover, the settlement website, www.omnibiometricssettlement is live and contains all pertinent case documents and Orders, provides information about the Settlement and the process for objection, and permits individuals to submit exclusion requests, changes of address, and requests for payment to an electronic wallet. To date, no Settlement Class Member has requested to be excluded from the Settlement.

CLASS COUNSEL'S AND CLASS REPRESENTATIVE'S EFFORTS

28. Hedin Hall, LLP undertook this litigation on a contingency basis.

29. As set forth above, Hedin Hall LLP has devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation.

30. Additionally, to date \$994.31 in out-of-pocket costs have been expended in

connection with the investigation, prosecution, and resolution of this litigation. These costs and expenses include filing, service, and admissions fees, among others.

31. In addition to the work performed thus far, I estimate that significant time will be expended in the future performing work in connection with the fairness hearing, coordinating with JND, monitoring settlement administration, and responding to Settlement Class Member inquiries before this litigation and the settlement administration and distribution processes come to an end.

32. No court has ever cut Hedin Hall, LLP's fee application by a single dollar on the ground that our requested fee award was not reasonable.

33. The Class Representative's active involvement in this litigation was critical to its ultimate resolution. She took her role as class representative seriously, devoting time and effort to protecting the interests of the Settlement Class. As earlier described, the Representative Plaintiff participated in Class Counsel's investigation and provided background information regarding Defendant's collection of biometric information in connection with timekeeping. Additionally, she reviewed pleadings and court filings, consulted with Class Counsel on numerous occasions, and provided feedback on a number of other filings, most importantly the Settlement Agreement. Without her willingness to assume the risks and responsibilities of serving as the Class Representative, I do not believe such a strong result could have been achieved. Her involvement in this case has been nothing short of essential.

34. I firmly believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

I declare under penalty of perjury that the foregoing is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 19th day of November 2021 in Miami, Florida.

/s/ Arun Ravindran
Arun Ravindran