

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jerome Treadwell v. Power Solutions International, Inc., Case No. 1:18-cv-08212,
United States District Court for the Northern District of Illinois, Eastern Division

PLEASE READ THIS NOTICE CAREFULLY.

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WORKED AT AND/OR FOR POWER SOLUTIONS INTERNATIONAL, INC. IN ILLINOIS AND WERE REQUIRED TO PROVIDE A FINGER SCAN FOR AUTHENTICATION AND TIMEKEEPING PURPOSES AT ANY TIME SINCE OCTOBER 30, 2013.

*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.*

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Jerome Treadwell v. Power Solutions International, Inc.*, Case No. 1:18-cv-08212, pending in the United States District Court for the Northern District of Illinois, Eastern Division. The Settlement would resolve a lawsuit brought on behalf of a person who alleges that Power Solutions International, Inc. (“Defendant” or “PSI”) required workers to provide their biometric identifiers and/or biometric information for authentication and timekeeping purposes without first providing them with legally-required written disclosures and obtaining written consent. PSI contests these claims and denies that it violated the Illinois Biometric Information Privacy Act. If you received this Notice, you have been identified as a member of the Settlement Class. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. 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 rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from collecting, capturing, purchasing, receiving through trade, otherwise obtaining, storing, selling, leasing, trading, otherwise profiting from, transferring, disclosing, redisclosing, disseminating, and/or using biometric identifiers and/or biometric information, such as fingerprints of an individual, without first providing such individual with certain written disclosures and obtaining their written consent. This lawsuit alleges PSI violated BIPA by requiring workers to have their fingerprints scanned for authentication and timekeeping purposes without first providing written disclosures or obtaining written consent. PSI denies these allegations, denies violations of any law, and denies all liability for the claims raised in the lawsuit. Additional information can be obtained about the lawsuit by visiting the settlement website at www.PSIBIPASettlement.com.

Questions? Contact Class Counsel at (312) 233-1550 or lawyers@stephanzouras.com

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. The Settlement provides that each Settlement Class Member is entitled to a gross payment of \$1,375.00, which the parties estimate will result in a check for approximately \$864.12 after applicable deductions set forth below.

PSI has agreed to create a Settlement Fund in the amount of \$2,387,000.00 for the Settlement Class (1,736 x \$1,375). The amount of the Settlement Fund will be adjusted in the event the total Settlement Class Members increases or decreases by more than 2% of the total 1,736 figure, or 35 individuals, by Final Approval. If the Court grants final approval of the settlement, all Settlement Class Members will receive a payment out of the Settlement Fund, less deductions for all Court-approved settlement administration costs, attorneys' fees and costs, and an incentive award to the Class Representative. Specifically, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 35% of the Settlement Fund, or \$835,450.00, plus reasonable costs not to exceed \$20,000.00, for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will petition the Court for a payment of \$7,500.00 for his time, effort, and service in this matter. The Settlement Administrator will issue a check to each Settlement Class Member following final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 90 days after they are issued. However, if the total amount in the Settlement Fund as a result of uncashed checks at the end of the 90-day check-cashing period exceeds \$26,000, the Settlement Administrator will initiate a second round of *pro rata* distributions to those Settlement Class Members who participated in the Settlement by cashing their initial checks. If the total amount remaining is less than \$26,000 after the initial round of distribution or there is any amount remaining after a second round of distribution providing the same 90-day check-cashing period, such amounts will be transferred to the *cy pres* Illinois Equal Justice Foundation, with the approval by the Court.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the further expense, delay, and uncertainties of litigation, the Parties have reached a settlement that resolves all claims against PSI. 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 an incentive 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. Defendant denies that it violated BIPA and denies all liability, wrongdoing, or legal violations of any kind related to the claims and contentions asserted in this lawsuit.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you worked or are currently working at and/or for PSI in the State of Illinois who had your Biometric Identifier(s) and/or Biometric Information collected, captured, received, otherwise obtained, maintained, stored, used, shared, disseminated, or disclosed by PSI without first obtaining your written consent between October 30, 2013, through April 29, 2024.

WHAT ARE MY OPTIONS?

- (1) Accept the Settlement by Doing Nothing.** To accept the Settlement, you do not have to do anything. You will receive a check via First Class U.S. Mail following final approval of the settlement. If you do nothing, and the Court grants Final Approval of the Settlement, you will be bound by the Settlement Agreement and its terms, including the Released Claims.
- (2) Exclude yourself.** You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against PSI and the other Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by filing your own lawsuit against PSI at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at PSI BIPA Settlement, P.O. Box 2004, Chanhassen MN 55317-2004 by **July 29, 2024**. The exclusion letter must be postmarked by forty-five (45) days following the initial mailing of this Notice, and it must state that you exclude yourself from this Settlement and must

include the name and case number of this litigation, as well as your full name, address, telephone number, and signature, and a statement that you wish to be excluded. A request to be excluded that is sent to an address other than that designated in this Notice, or that is not postmarked within the specified forty-five (45) days, shall be invalid and you shall be considered a member of the Settlement Class, and you shall be bound as a Settlement Class Member by the Settlement Agreement, if approved by the Court.

(3) Object to the Settlement. If you are a Settlement Class Member, have not excluded yourself, and wish to object to the Settlement, you must file a timely written statement of objection with the Court. The objection must be filed with the Court no later than **July 29, 2024**. You must also mail a copy of your objection to the settlement administrator PSI BIPA Settlement, P.O. Box 2004, Chanhassen MN 55317-2004 and to Class Counsel (Stephan Zouras, LLC, 222 W. Adams Street, Suite 2020, Chicago, Illinois 60606), postmarked no later than **July 29, 2024**. Any objection to the proposed settlement must include your (a) full name, address, telephone number, and email address; (b) the case name and number of this lawsuit; (c) the basis for and an explanation of the objection; (d) a list of any other objections you have filed; (e) a statement of whether you are represented by counsel and, if so, a list of all objections filed by that counsel; (f) a statement of whether you intend to appear at the final approval hearing with or without counsel; and (g) 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. 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 is to be held on August 29, 2024 at 10:00AM, via telephonic conference using the following dial-in information: Telephonic Call-in Number: (888) 808-6929 and Access Code 5348076, in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, any person 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 is 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, which must also be attached to, or included with, the written objection.

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 any rights you currently have to sue PSI and Released Parties (as that term is defined in the Settlement Agreement) under BIPA. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available at www.PSIBIPASettlement.com, or may be requested from Class Counsel, the attorneys identified below who represent the Settlement Class. Unless you formally exclude yourself from this Settlement, you will release your claims.

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, checks will go out as soon as possible after the court order becomes final. If there is an appeal of the Settlement, payment may be delayed.

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 on August 29, 2024 at 10:00 AM, via telephonic conference using the following dial-in information: Telephonic Call-in Number: (888) 808-6929 and Access Code 5348076. The Court may reschedule the Final Approval Hearing at its discretion and without notifying Settlement Class Members. At the Final Approval Hearing, the Court will 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, expenses, and an incentive award to the Class Representative.

If the Settlement is given final approval, the Settlement Agreement's terms will take effect and the lawsuit will be dismissed on the merits. Both sides have agreed to the Settlement in order to achieve 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 Agreement, 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 Agreement, 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 because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

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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 that, along with other documents, is available at www.PSIBIPASettlement.com, or can be obtained by contacting Class Counsel (contact information noted above) or contact the Settlement Administrator (contact information noted below). 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.

PSI BIPA Settlement
P.O. Box 2004
Chanhassen, MN 55317-2004
866-904-6397
PSIBIPASettlement@noticeadministrator.com
www.PSIBIPASettlement.com