

**If You Worked for Northland Restaurant Group, LLC, d/b/a Hardee’s, and Utilized a Finger Scan Timekeeping System, You May be Entitled to Compensation**

*A state court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit about whether Northland Restaurant Group, LLC d/b/a Hardee’s (“Hardee’s” or “Defendant”) captured and stored biometric information. **The Court has not decided who is right.**
- The Settlement offers payments to Settlement Class Members.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you are a member of the Settlement Class and the Court approves the Settlement and it becomes final and effective, you will receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to Settlement Class Members who do not object or opt out. Please be patient.

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## BASIC INFORMATION

### 1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Batey v. Hardee's*, Case No. 2023 LA 21, and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

### 2. What is this litigation about?

The lawsuit alleges that Hardee's violated the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* ("BIPA") by collecting, storing, using, and disseminating Plaintiff's and the Class's biometrics without the proper consent and written disclosures required by the statute.

Hardee's denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiff's Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.hardeesbipasettlement.com](http://www.hardeesbipasettlement.com). The Settlement resolves the lawsuit. The Court has not decided who is right.

### 3. What is the Biometric Information Privacy Act?

The Biometric Information Privacy Act is an Illinois law that restricts certain conduct when collecting biometric information.

### 4. Why is this a class action?

In a class action, one person called the "Class Representative" (in this case, Plaintiff Yevonne Batey) sues on behalf of herself and other people with similar claims.

All of the people who have claims similar to the Plaintiff are Settlement Class Members, except for those who exclude themselves from the Class.

### 5. Why is there a settlement?

The Court has not found in favor of either Plaintiff or Hardee's. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. Hardee's denies all legal claims in this case. Plaintiff and Plaintiff's lawyers think the proposed Settlement is best for everyone who is affected.

## WHO IS PART OF THE SETTLEMENT

### 6. Who is included in the Settlement?

The Settlement Class is defined as:

**All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system without first executing a written consent in connection with their employment with Defendant from July 31, 2018 to present.**

Persons meeting this definition are referred to collectively as the "Settlement Class" and, individually, as "Settlement Class Members."

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff’s Counsel, their employees, and their immediate family.

**7. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at [www.hardeesBIPAsettlement.com](http://www.hardeesBIPAsettlement.com) or call the toll-free number, 1-866-967-1787. You also may send questions to the Settlement Administrator at Batey v. Hardee’s Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

**THE SETTLEMENT BENEFITS**

**8. What does the Settlement provide?**

To fully settle and release claims of the Settlement Class Members, Hardee’s has agreed to make payments to the Settlement Class Members and pay for notice and administration costs of the Settlement (the “Settlement Fund”). Defendant will pay \$603,200.00 (the “Settlement Fund”). Each Settlement Class Member who does not opt out of this Agreement shall be sent a Claim Settlement Check by the Settlement Administrator on a pro rata basis not to exceed \$1,355.50 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses, which is estimated to result in a total net amount of \$750.00-\$850.00 for each Settlement Class Member). Settlement Class Members who do not opt out of the Settlement will be sent their Claim Settlement Payments within 30 days following the Effective Date.

**9. What do I need to do to receive payment under the Settlement?**

If you are a Settlement Class Member, you do not need to do anything to receive payment under the Settlement. Unless you opt out of the Settlement, the Settlement Administrator will mail you a settlement check if the Court grants Final Approval to the Settlement.

**10. When will I receive my payment?**

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

**11. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a timely letter by mail to:

*Batey v. Hardee's*  
Settlement Administrator  
P.O. Box 301134  
Los Angeles, CA 90030-1134

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be excluded, such as “I hereby request that I be excluded from the proposed Settlement Class.” You must also identify the case name, and provide your name, address and telephone number so that you can be identified as a Class Member.

Your exclusion request must be postmarked no later than **September 17, 2024**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

**12. If I do not exclude myself, can I sue Hardee’s for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

If you do exclude yourself, you are not guaranteed any money.

**13. What am I giving up to stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit related to actual or alleged violations of the Illinois Biometric Privacy Act that may have arisen while you were employed at Hardee’s, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.HardeesBIPAsettlement.com](http://www.HardeesBIPAsettlement.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

**14. If I exclude myself, can I still get a payment?**

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in the case?**

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Mark Hammervold HAMMERVOLD LAW, LLC 155 S. Lawndale Avenue. Elmhurst, IL 60126 (405) 509-0372 mark@hammervoldlaw.com	Rachel Dapeer DAPEER LAW, P.A. 20900 NE 30 <sup>th</sup> Avenue, #417 Aventura, FL 33180 (954) 799-5914 rachel@dapeer.com
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You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

## 16. How will the lawyers be paid?

Class Counsel intend to request up to \$229,216.00 for attorneys' fees, as well as reimbursement for their actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid from the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$5,000.00 be paid from the Settlement Fund to the Class Representative for Plaintiff's service as representative on behalf of the whole Settlement Class.

## OBJECTING TO THE SETTLEMENT

## 17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter to the Court that includes the following:

- 1) A heading that includes the case name and case number;
- 2) Your full name, address, telephone number, and if represented by counsel, the name, address, and telephone number of your counsel;
- 3) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 4) A statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend; and
- 5) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection.

**If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings).**

## 18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

## 19. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **October 7, 2024 at 9:00 am in Courtroom 202**. You can access the hearing online via Zoom. The Zoom information and links can be found at <http://www.9thjudicial.org/zoomrooms.html>. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.HardeesBIPAsettlement.com](http://www.HardeesBIPAsettlement.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys' fees and expenses and for a Service Award to the Class Representative. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

**20. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 17 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you are a Settlement Class Member and do nothing, you will be subject to the Settlement and receive payment from the Settlement Fund.

**GETTING MORE INFORMATION**

**23. How do I get more information?**

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at [www.hardeesBIPAsettlement.com](http://www.hardeesBIPAsettlement.com). You may also write with questions to the Settlement Administrator at *Batey v. Hardee's* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134 or call the toll-free number, 1-866-967-1787.