

## If You Worked at Mullins Food Products, Inc., 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 alleging that Mullins Food Products, Inc. (“Mullins Food”) captured, collected, stored, disseminated, disclosed and/or otherwise used biometric information without consent. Defendant denies any wrongdoing and the Court has not decided who is right or wrong.
- The Settlement offers payments to Settlement Class Members.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

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

- 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 opt out. Please be patient.

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## BASIC INFORMATION

### 1. Why is there a Notice?

A court authorized this Notice and the Notice you may have received in the mail because you have a right to know about a proposed Settlement of a class action lawsuit known as *Galan v. Mullins Food Products, Inc.*, Case No. 2021-CH-00898 (and a consolidated case *Winslow v. Mullins Food Products, Inc.*, Case No. 2023-CH-07953) 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 Mullins Food Products violated or failed to comply with the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”) by capturing, collecting, storing, disseminating, disclosing and/or otherwise using Plaintiffs’ and the Class’s biometrics without the proper consent and written disclosures required by the statute.

Mullins Food Products 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 Plaintiffs’ Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, [www.MullinsBIPASettlement.com](http://www.MullinsBIPASettlement.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, 704 ILCS 14/1, *et seq.*, is an Illinois law that regulates the collection and use of biometric information.

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

In a class action, persons called “Class Representatives” (in this case, Plaintiffs Otis Winslow and Ricardo Galan) sue on behalf of themselves and other people with similar claims.

All of the people who have claims similar to the Plaintiffs 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 Plaintiffs or Mullins Food Products. 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. Mullins Food Products denies all material facts and legal claims in this case. Plaintiffs and Plaintiffs’ 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 is defined as:

**All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system that captured, collected, stored, disseminated, disclosed and/or otherwise used any alleged biometric identifier or biometric information in connection with their employment (whether as an employee, temporary employee, or independent contractor) without first providing a written consent with Defendant from February 24, 2016 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, and the officers, directors, agents, servants, or employees of Defendant (other than those individuals specified in the Settlement Class Data); (3) any of the Released Parties; (4) the immediate family of any of the Released Parties; (5) any Settlement Class Member who has timely opted out of this proceeding; (6) Class Counsel, their employees, and their immediate family; and (7) persons who provided their written consent to Defendant’s use or disclosure of their alleged biometric information prior to using a finger scan timekeeping system at Defendant’s facility in Illinois.

### 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.MullinsBIPASettlement.com](http://www.MullinsBIPASettlement.com) or call the toll-free number, 1-877-331-0421. You also may send questions to the Settlement Administrator at *Galan v. Mullins Food Products* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130.

## THE SETTLEMENT BENEFITS

### 8. What does the Settlement provide?

To fully settle and release the claims of the Settlement Class Members, Mullins Food Products has agreed to make payments to a Settlement Fund (defined below) that will be used to pay the Settlement Class Members, as well as pay for Notice and Administrative Costs out of the Settlement Fund. Following the Effective Date, Defendant will pay a total of \$1,000,000.00 (the “Settlement Fund”). Each Settlement Class Member shall automatically be sent a Claim Settlement Check by the Administrator on a pro rata basis (after 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), not to exceed \$1,321.10 for each Settlement Class Member (with an estimated net payment amount of \$700.00-\$800.00 for each Settlement Class Member).

### 9. When will I receive my payment?

Settlement Class Members will be sent their Claim Settlement Payments to their last known address within approximately 60 days following the Effective Date, but payments will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “The 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.

### 10. How do I get out of the Settlement?

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

*Galan v. Mullins Food Products* Settlement Administrator  
P.O. Box 301130  
Los Angeles, CA 90030-1130

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 Settlement Class Member.

Your exclusion request must be postmarked no later than **September 10, 2024**. You cannot ask to be excluded over the phone, by email, or at the Settlement Website.

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

### 11. If I do not exclude myself, can I sue Mullins Food 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.

### 12. 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 about the issues in this case, 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.MullinsBIPAsettlement.com](http://www.MullinsBIPAsettlement.com). The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims and Released Parties 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 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Agreement including the Released Claims or what they mean.

### 13. 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

### 14. 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 Ave.  
Elmhurst, IL 60126  
(405) 509-0372  
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Chicago, IL 60601  
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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.

### 15. How will the lawyers be paid?

Class Counsel intend to request up to \$400,000.00 for attorneys’ fees, plus actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid and deducted 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 \$4,500.00 be paid and deducted from the Settlement Fund to each of the Class Representatives for Plaintiffs’ service as representatives on behalf of the whole Settlement Class.

Class Counsel's request for attorneys' fees and expenses and Service Awards will be posted on the Settlement Website upon filing.

Notice and Administration Costs of the Administrator also will be paid and deducted from the Settlement Fund.

## **OBJECTING TO THE SETTLEMENT**

### **16. How do I tell the Court 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 that includes the following:

- 1) A heading that includes the case name;
- 2) Your full name, address, telephone number, and if represented by counsel, the name, address, and telephone number of your counsel;
- 3) An explanation stating that you are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you intend to personally appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 6) The number of times which you, your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you, counsel or the firm has made such objection, and a copy of any orders related to or ruling upon your, counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 8) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity; and
- 9) Your personal signature (an attorney's signature is not sufficient).

**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) by September 10, 2024, and also mail the objection to Class Counsel and Counsel for Defendant, postmarked no later than September 10, 2024. The address for Class Counsel is provided above. Counsel for Defendant is John Ruskusky, Nixon Peabody, LLP, 70 W. Madison, Suite 5200, Chicago, IL 60602.**

### **17. 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”).

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

The Court has scheduled a Final Approval Hearing on **September 30, 2024 at 9:30 a.m.**, which will be held at the Richard J. Daley Center, 50 W. Washington St., Courtroom 2405, Chicago, IL 60602 and via Zoom Meeting ID: 943 7767 4389, Zoom Passcode: 980847 or Dial-in Number: (312) 626-6799. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.MullinsBIPAsettlement.com](http://www.MullinsBIPAsettlement.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 Costs and for Service Awards to the Class Representatives. 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.

### 19. Do I have to attend the hearing?

No, Class Counsel will answer any questions the Court may have. However, 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, but you may do so if you wish. As long as you submitted 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.

### 20. 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 16 above).

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

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will automatically receive the cash benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the Agreement and Settlement and judgment entered by the Court.

## GETTING MORE INFORMATION

### 22. 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.MullinsBIPAsettlement.com](http://www.MullinsBIPAsettlement.com). You also may write with questions to the Settlement Administrator at *Galan v. Mullins Food Products* Settlement Administrator, P.O. Box 301130, Los Angeles, CA 90030-1130 or call the toll-free number, 1-877-331-0421.

Please do not contact the Court or Mullins Food’s counsel. They will not be able to assist you.