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

WILLARD D. RICHARDSON, and JAMIE)	
YEOMANS, individually and on behalf)	
of others similarly situated,)	
)	
Plaintiff,)	Case No.: 2021CH05392
v.)	
)	
IKEA NORTH AMERICA SERVICES.,)	
LLC and IKEA U.S. RETAIL, LLC,)	
)	
Defendant.)	

PLAINTIFFS' MOTION FOR AWARD OF ATTORNEYS' FEES AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARD

Plaintiffs, Willard Richardson and Jamie Yeomans (“Plaintiffs”), pursuant to the Settlement Agreement (the “Settlement”, attached as Appendix 1), and this Court’s order granting the Settlement preliminary approval and directing Plaintiffs to file this motion (attached as Appendix 2), as amended by the Court’s order of December 6, 2022 (attached as Appendix 3), hereby move for an order granting Class Counsel’s proposed attorneys’ fee and expense award, and Plaintiffs’ proposed class representative service award.

I. INTRODUCTION

This motion stems from the class action Settlement reached with Defendants IKEA North America Services, LLC and IKEA U.S. Retail, LLC (“IKEA”), as to claims asserted on behalf of Plaintiffs and the class members under the Fair and Accurate Credit Transaction Act (“FACTA”). The Settlement requires IKEA to pay \$24,250,000.00 into a common fund to be used entirely to satisfy the class members’ claims, the cost of notice and administration, the attorneys’ fees, litigation expense, and class representative service awards. Unlike many FACTA settlements granted approval, this Settlement is all cash (no coupons), and no funds will revert to IKEA.

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Appendix 1 (Settlement) at §§ II.X, Z; III.D. In fact, this is one of the largest all-cash settlements in FACTA history, an outstanding result. Appendix 4 (Owens Decl.) at ¶ 20; Appendix 5 (Keogh Decl.) at ¶ 5.

Illinois law provides for awarding attorneys' fees from a common fund on a percentage-of-the-fund basis. Also consistent with Illinois law, Plaintiffs request a class representative service award. The notices sent to class members explicitly advise the class of both requests and both are fully consistent with fee and service awards granted in class actions in Illinois. Furthermore, the requests are well-earned given the exceptional results, work performed, and risks taken to bring this case.

Accordingly, Plaintiffs and Class Counsel hereby move for an attorneys' fee award of forty percent of the Settlement fund,¹ or \$9,700,000, plus \$29,091.16 in out-of-pocket expenses, and a class representative service award of \$10,000 per each plaintiff. As explained below, this motion should be granted.

II. SUMMARY OF THE LITIGATION, MEDIATION, SETTLEMENT.

A. The FACTA Claims at Issue.

Plaintiffs allege IKEA allowed its stores to print transaction receipts that disclosed more than the last five digits of purchasers' debit and credit card numbers in violation of FACTA. Congress found criminals can use this information to deduce the cardholders' full account details and commit identity theft, and thus it passed FACTA to eliminate this risk. *See Jeffries v. Volume*

¹ *See, e.g., Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill. May 4, 2022 Order) at ¶ 14 (FACTA case awarding 40% of \$20,000,000 common fund to class counsel); *Donahue v. Everi Holdings, Inc.*, 2018 CH 15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020 Order) at ¶19 and ¶26 (FACTA case awarding 40% of common fund to class counsel); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021 Order) at ¶12(g) and ¶14 (FACTA case granting fee award of 40% of settlement fund).

Servs. Am., 928 F.3d 1059, 1065 (D.C. Cir. 2019) (“FACTA punishes conduct that increases the risk of third-party disclosure ...”) (italics in original); *Redman v. Radioshack*, 768 F.3d 622, 626 (7th Cir. 2014) (“the less information the receipt contains the less likely is an identity thief who happens to come upon the receipt to be able to figure out the cardholder’s full account information and thus be able to make purchases that the seller will think were made by the legitimate cardholder.”). As explained by the FTC, “[c]redit card numbers on sales receipts are a ‘golden ticket’ for fraudsters and identity thieves.” <https://www.ftc.gov/tipsadvice/business-center/guidance/slip-showing-federal-law-requires-all-businesses-truncate>.

Given the importance of FACTA’s protections, and to encourage FACTA enforcement and compliance, Congress gave the law teeth. Specifically, it incorporated FACTA into the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq. (“FCRA”), which entitles a successful plaintiff to modest statutory damages for any “willful” violation of the law. *See Harris v. Mexican Specialty Foods, Inc.*, 564 F.3d 1301, 1306 (11th Cir. 2009) (citing 15 U.S.C. §1681n(a)). Consistent with this intent, Plaintiffs brought the instant action to remedy the alleged violation of their and the class members’ FACTA rights.

B. The Litigation and Mediation Proceedings that Led to the Settlement.

Before originally filing suit in California state court, Class Counsel conducted a thorough pre-suit investigation and prepared a complaint alleging IKEA willfully violated the FACTA rights of Plaintiffs and a nationwide class of other individuals at its stores. *See Appendix 4 (Owens Decl.)* at ¶15. The complaint was amended twice to, *inter alia*, add Jamie Yeomans as named plaintiff. *Id.* at ¶16. Due to a stay on the pleadings, IKEA never filed an answer in the California case. However, Plaintiffs proceeded with discovery by serving interrogatories, requests for admission, and document requests. *Id.* at ¶16. IKEA initially failed to provide any substantial responses to

Plaintiffs' discovery requests and Plaintiffs' counsel proceeded to engage in several conferrals to obtain meaningful discovery responses. The parties agreed to attend an early mediation and IKEA agreed to informally provide class data in preparation for the mediation. *Id.* at ¶ 17.

Thereafter, the parties discussed settlement. On October 5, 2020, the Parties participated in a formal confidential mediation session with the mediator in Los Angeles, California, however the Parties were unable to reach a settlement at that time. After their participation in the first mediation, on December 14, 2020, the Parties took part in a second mediation session with mediator Hon. Infante (Ret.) at which time the Parties reached an agreement in principle. *Id.*

But even after agreeing to this framework, the parties had to spend several months negotiating the terms of a binding settlement term sheet that memorialized all essential terms, while the parties documented the formal Settlement. *Id.* at ¶18.

On or around February 23, 2021, the Parties entered into a binding settlement term sheet, memorializing all essential terms of their agreement in principle for the purpose of documenting this formal Settlement and in anticipation of submitting a joint request to stay the Los Angeles County Action and filing a companion action in the Circuit Court for Cook County, Illinois (the "Cook County Action"), to be styled as *Richardson et al. v. IKEA North America Services, LLC et al.*, for purposes of obtaining approval of the Parties' settlement and subsequent administration.

On or about September 15, 2021, after spending substantial time negotiating the terms of the formal settlement agreement, including the proposed class notices, claim form, and orders that would be submitted to the Court for approval, the parties executed the Settlement. *Id.*

On October 21, 2021, the Plaintiffs refiled the lawsuit in the Circuit Court of Cook County,

Illinois, for purposes of settlement approval and administration. *Id.* at ¶ 21.² Subsequently to the refiling of the complaint in this Court, IKEA filed its answer in the present case. *Id.* at ¶ 22. On September 12, 2022, the California state case was accordingly stayed pending final approval in this case. *Id.* at ¶ 21.

Thereafter, Class Counsel prepared a detailed motion to certify the class and grant preliminary approval. *Id.* at ¶ 22. On March 11, 2022, the Court granted that motion. *Id.*

C. The Work Needed to Give Notice of the Settlement.

Because IKEA did not have the names and addresses of many class members, Class Counsel had to embark on a lengthy campaign that took approximately eleven months to identify and obtain class member contact information from third parties. Appendix 4 (Owens Decl.) at ¶23. This involved analyzing and working with the raw transaction data from IKEA (which contained data for millions of transactions) and then using the data to subpoena IKEA's processing company and nearly fifty banks that issued class members' credit and debit cards, including Bank of America, American Express, Capital One, Chase, Citibank, and others. *See id.* at ¶24.

This labor-intensive process also required attorney and paralegal staff to regularly speak or correspond with subpoenaed parties and their counsel to discuss the subpoenas or the information sought, negotiate solutions to their objections, try to help resolve their issues with searching for or finding the subpoenaed information. *Id.*

The process of identifying and locating class members also required Class Counsel to keep

² This was done with full disclosure to the California court because FACTA class action settlements (including several filed by Class Counsel) have been the target of professional objectors, who object to the settlement to try to negotiate a payout to go away and, when rebuffed, threaten to destroy the settlement for the entire class by attacking the plaintiff's standing to bring the lawsuit. The threat was greater in California than Illinois because Illinois appellate courts have already rejected this argument in FACTA cases.

track of the responses and status of production by each subpoenaed bank, work with the Claims Administrator to evaluate and address any issues with the bank data produced and prepare several motions to compel and proposed orders to facilitate the production of the subpoenaed information or obtain additional time to gather the information to accommodate the subpoenaed parties' needs. Appendix 4 (Owens Decl.) at ¶25.

This time-consuming process to gather the information needed to send the class notice of the Settlement took approximately eleven months and required Class Counsel's attention on a regular basis between the start of the issuance of the subpoenas and the last major production of class member information. *Id.* at ¶23-25.

In addition to the process of subpoenaing several banks to obtain the class data—which is not uncommon in FACTA cases—Class Counsel had to prepare additional substantial briefing to overcome a third party's attempt to undermine the Settlement. *Id.* at ¶ 26. On June 22, 2022, in fact, Walgreen Co. (“Walgreens”) filed a petition to intervene seeking to raise the issue of Plaintiffs' standing in this Court on the sole basis that Walgreens is a defendant in a similar FACTA case. The Court correctly denied Walgreens's baseless petition to intervene, but this collateral attack to the Settlement costed Class Counsel numerous hours spent to review the petition and prepare a response brief and a sur-reply brief in opposition to Walgreens' petition, and to attend the related hearing. *Id.* Moreover, in the wake of Walgreens' petition, another third-party, Citizens Financial Group, Inc. (“Citizens”), shortly thereafter, filed a petition to intervene and a motion to quash subpoena³ contending the subpoena was premature based on the petition to intervene filed by Walgreens. Thus, Walgreens's petition to intervene also caused Class Counsel

³ Citizens is one of the numerous financial institutions to which Class Counsel issued a subpoena seeking the class members names, telephone numbers, mailing addresses, and email addresses.

to spend additional time responding to Citizens’s motion and attending the related hearing, while also delaying the process of obtaining class members’ contact information to proceed with the notice program. *Id.* at ¶ 27.

Eventually, Plaintiffs prevailed against Walgreens’s petition to intervene and were able to obtain Citizens’s response to the subpoena, but only as a result of the substantial additional work of Class Counsel. *Id.* at ¶¶ 26-27.

III. THE PROPOSED ATTORNEYS’ FEE AND EXPENSE AWARD SHOULD BE APPROVED.

A. Forty Percent Fee Awards Are Common in Class Action Cases in Illinois and FACTA Cases.

“An attorney who recovers a common fund for the benefit of persons other than the attorney or the client is entitled to reasonable attorney fees from the fund as a whole, so as to prevent unjust enrichment to those other individuals.” *McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 22 (citing *Scholtens v. Schneider*, 173 Ill. 2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980))); *see also Boeing*, 444 U.S. at 480 (“Unless absentees contribute to the payment of attorney’s fees incurred on their behalves, they will pay nothing for the creation of the fund and their representatives may bear additional costs.”).

Moreover, the Illinois Supreme Court has approved “[a]warding attorney fees to plaintiffs’ counsel based on a percentage of the fund held by the court [as], overall, a fair and expeditious method that reflects the economics of legal practice and equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge v. Glendale Fed. Bank*, 168 Ill. 2d 235, 244 (1995) (brackets added).

Consistent with this authority, the notice of the Settlement this Court approved for sending to the class expressly tells class members Counsel would seek a fee award of forty percent of the

Settlement fund, and the specific amount sought: “Class Counsel will petition for an Incentive Payment not to exceed \$10,000.00 each to Willard D. Richardson and Jamie Yeomans for their services as Class Representatives, and for Class Counsel’s fees, not to exceed \$9,700,000.00 (which is 40 % of the settlement fund), plus Class Counsel’s reasonable expenses.” Appendix 6 (Email Notice) at p.1, and Appendix 7 (Full Notice) at p.1, 3 No. 7. This award is reasonable and should be approved for many reasons.

For starters, Illinois courts commonly award forty percent of a common fund for attorneys’ fees. *See Sekura v. L.A. Tan Enters., Inc.*, No. 2015-CH-16694 (awarding 40% of common fund to class counsel); *Svagdis v. Alro Steel Corp.*, No. 17 CH 12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 17 CH 09323 (Cir. Ct. Cook Cnty. Apr. 8, 2019) (same); *McGee v. LSC Comms., Inc.*, No. 17 CH 12818 (Cir. Ct. Cook Cnty. Aug. 7, 2019) (same); *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 18 CH 2140 (Cir. Ct. Cook Cnty.) (same).

This is true in FACTA cases as well. *See Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill.) (FACTA case awarding 40% of \$20,000,000 common fund to class counsel); *Donahue v. Everi Holdings, Inc.*, 2018 CH 15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020 Order) at ¶19 and ¶26 (FACTA case awarding 40% of common fund to class counsel); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021 Order) at ¶12(g) and ¶14 (FACTA case granting fee award of 40% of settlement fund).

Accordingly, the forty-percent attorneys’ fee award proposed here is fully consistent with class action awards generally, and FACTA cases specifically.

B. Numerous Additional Factors Support the Proposed Award.

In addition to being in line with percentage awards in Illinois and FACTA cases in

particular, the proposed fee award's reasonableness is buttressed by other factors. First and foremost is the excellent result achieved. *See Daniel v. Aon Corp.* 2011 IL App (1st) 101508 at ¶20 (“results obtained” is a factor for evaluating proposed fee award). As previously noted, FACTA settlements commonly involve reversion or coupons instead of cash.⁴ By contrast, this Settlement involves neither and, based on the settlement amount, it is one of the largest all-cash FACTA settlements in history. *See* Appendix 4 (Owens Decl.) at ¶20.

Plus, this case resulted in a significant non-monetary benefit, as it prompted IKEA to reprogram its system nationwide to stop printing more than the last *five digits of credit and debit card account numbers on transaction receipts*. *See De Fontaine v. Passalino*, 222 Ill. App. 3d 1018, 1039 (2d Dist. 1991) (“the benefit to the class, whether monetary, nonmonetary, or both, was of major importance in determining an amount of attorney fees to be awarded.”).

In addition to the outstanding results achieved, the proposed award's reasonableness is demonstrated by the “time and labor required, the difficulty of the issues, the skill required, [and] experience and ability of the attorney ...” *Daniel*, 2011 IL App (1st) 101508, ¶20 (brackets added).

As detailed above, this case required considerable effort and skill, including a thorough pre-suit investigation, drafting the complaint, preparing multiple sets of written discovery, analyzing thousands of pages of documents, working with millions of data records, preparing for and participating in a full-day mediation, conducting months of settlement negotiations thereafter,

⁴ *See, e.g., Brown v. 22nd Dist. Agric. Ass'n*, 2017 U.S. Dist. LEXIS 115321, at *2-3 (S.D. Cal. 2017) (FACTA settlement providing 50¢ reduction in admission prices); *Hanlon v. Palace Entm't Holdings*, 2012 U.S. Dist. LEXIS 364, *14-15 (W.D. Pa. Jan. 3, 2012) (FACTA settlement that gave class admission tickets to defendant's amusement park); *Todd v. Retail Concepts Inc.*, 2008 U.S. Dist. LEXIS 117126, *16 (M.D. Tenn. Aug. 22, 2008) (FACTA settlement that gave class a \$15 credit on next purchase of \$125 or more from defendant); *Palamara v. Kings Family Restaurants*, 2008 U.S. Dist. LEXIS 33087, *9-10 (W.D. Pa. Apr. 22, 2008) (FACTA settlement that gave class vouchers worth an average of \$4.38 to buy food at defendant's restaurants).

conducting an extensive third-party subpoena campaign to identify and locate class members that took approximately eleven months, supervising the issuance of the class notice, and preparing this motion.

Plus, the work is not done. Counsel also must also handle class members' inquiries, respond to any objections, draft a detailed final approval motion, and prepare for and present arguments at the fairness hearing. By case end, these efforts will span several years.

In addition to the work needed, this case was novel and difficult on numerous levels. First, cases alleging willful FACTA violations based on facts similar to this case have ended in summary judgment for the defense. *See Keller v. Macon County Greyhound Park*, 2011 U.S. Dist. LEXIS 45608, *13 (M.D. Ala. Apr. 25, 2011), *aff'd*, 464 F. Appx. 824 (11th Cir. 2012) (summary judgment for merchant whose system violated FACTA because violation caused by vendor who fixed the system after crash); *Najarian v. Charlotte Russe, Inc.*, 2007 U.S. Dist. LEXIS 95606 at *5-6 (C.D. Cal. Aug. 16, 2007) (“while the evidence may, at best, show that Defendant was careless in failing to ensure that the correct POS modification was implemented, it fails to show that Defendant knew about FACTA’s expiration provision and consciously chose to ignore it.”).

As in *Keller* and *Najarian*, here a vendor IKEA hired to upgrade the point-of-sale system software at its stores caused them to start printing receipts that violated FACTA. Class Counsel is not aware of any case in which a plaintiff won summary judgment or at trial on similar facts. By contrast, courts have expressly noted the difficulty of proving willfulness in FACTA cases, including as a factor in approving FACTA settlements. *See Flaum v. Doctor's Assocs.*, 2019 U.S. Dist. LEXIS 40626, *12-13 (S.D. Fla. Mar. 11, 2019) (“the failure to prove willfulness has spelled doom for the plaintiffs in many FACTA cases.”) (citation omitted); *Lavery v. Radioshack*, 2014 U.S. Dist. LEXIS 85190 at *8 (N.D. Ill. June 23, 2014) (noting “Judge Valdez’s acknowledgement

of the ‘difficulty of proving willful violations of FACTA’ and the high burden on the plaintiffs.’”) (citation omitted).⁵

Second, assuming Class Counsel were able to prove a “willful” violation and prevail at trial, the resulting damage award itself presents a novel issue. Some courts view awards of aggregate, statutory damages with skepticism and consider reducing such awards—even after a plaintiff has prevailed on the merits—on due process grounds. *See, e.g., Aliano v. Joe Caputo & Sons - Algonquin, Inc.*, 2011 U.S. Dist. LEXIS 48323 at *13 (N.D. Ill. May 5, 2011) (“Such an award, although authorized by statute, would be shocking, grossly excessive, and punitive in nature.”).

Third, by staying the original California action and refileing in Illinois, Class Counsel incurred additional risks and costs only to protect the class members’ interest and avoided the risks of objections to the Settlement. While in Illinois there is appellate case law establishing standing to sue under FACTA, in California there is no binding precedent confirming standing. To the contrary, an appellate court in California recently held a plaintiff had no standing to bring his claim under the FCRA (*Limon v. Circle K Stores Inc.*, 84 Cal. App. 5th 671, 300 Cal. Rptr. 3d 572 (2022)), and numerous trial judges are now closely examining *Limon* to determine whether there is standing to bring FACTA cases in California state courts; the question remains unanswered for now. This uncertainty would have allowed objectors to undermine this Settlement, similarly to what happened in *Muransky v. Godiva Chocolatier, Inc.*, No. 0:15-CV-60716-WPD, 2016 WL 11601080 (S.D. Fla. Sept. 28, 2016), *aff’d*, 922 F.3d 1175 (11th Cir. 2019), *reh’g en banc granted, opinion vacated*, 939 F.3d 1278 (11th Cir. 2019), *and on reh’g en banc*, 979 F.3d 917 (11th Cir.

⁵ *See, e.g., Gardner v. Appleton Baseball Club*, 2010 U.S. Dist. LEXIS 31653 at *18 (E.D. Wis. Mar. 31, 2010); *Vidoni v. Acadia Corp.*, 2012 U.S. Dist. LEXIS 59967 at *12 (D. Maine Apr. 27, 2012); *Huggins v. SpaClinic, LLC*, 2010 U.S. Dist. LEXIS 23418 at *5-6 (N.D. Ill. Mar. 11, 2010).

2020), and *rev'd and remanded*, 979 F.3d 917 (11th Cir. 2020), where an objector raised the issue of standing after final approval of the class settlement, and the appellate court ultimately reversed finding the plaintiff had not established standing. *See Muransky v. Godiva Chocolatier, Inc.*, 979 F.3d 917, 920 (11th Cir. 2020).

Fourth, in addition to these myriad challenges, Class Counsel's ability to recover fees and expenses has always been contingent on a successful outcome. Counsel had to advance all fees and expenses, wait years for payment, and risk receiving nothing in return. *See Wolfe v. TCC Wireless, LLC*, 2018 U.S. Dist. LEXIS 40596, *10 (N.D. Ill. Mar. 12, 2018) ("Plaintiffs' Counsel took this case on a contingent basis, meaning that there was a strong risk that they would not be paid."). This is important because the fee award must compensate Class Counsel for the "risks associated with representing the plaintiff class." *Brundidge*, 168 Ill. 2d at 244 (percentage-of-the-fund method aims to compensate for the "risks associated with representing the plaintiff class.").⁶

Moreover, the risks were "enhanced here by the fact that Class Counsel were up against a Defendant with sophisticated defense counsel, and the difficulty of proving willfulness." *Flaum*, 2019 U.S. Dist. LEXIS 40626 at *14. Accordingly, courts recognize "[a]ttorneys' risk is perhaps the foremost factor in determining an appropriate fee award." *Id.* (citation omitted).

Fifth, "[t]he case's novelty, difficulty and contingent nature also demonstrate its undesirability." *Id.* FACTA cases can require substantial litigation work to reach settlements comparable to this one. *See, e.g., Legg v. Lab. Corp. of America*, 14-cv-61543, ECF 218, at pp. 4-5 (S.D. Fla. Feb. 18, 2016) (numerous depositions, multiple experts, two mediations, and no

⁶ *See also Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1339 (S.D. Fla. 2007) ("the risks of failure and nonpayment in a class action are extremely high."); *In re Checking Acc't Overdraft Litig.*, 830 F.Supp.2d 1330, 1364 (S.D. Fla. 2011) ("A contingency fee arrangement often justifies an increase in the award of attorney's fees.") (citations omitted).

settlement until after hearing on summary judgment, class certification and dueling Daubert motions); *Legg v. Spirit Airlines*, 14-cv-61978, ECF 146, at pp. 4-6 (S.D. Fla. July 11, 2016) (175,000 pages of documents, depositions (including one out of country), two mediations, and fully-briefed class certification).

“Few lawyers will take a case that consumes significant attorney time, involves uncertain questions, and requires them to potentially advance substantial amounts of attorney time and out-of-pocket expenses and risk getting nothing, especially given a track record for losing on summary judgment, the inherent possibility of failing to certify the class, the risk of losing on summary judgment or at trial, the risk of losing any victory on appeal” (*Flaum*, 2019 U.S. Dist. LEXIS 40626 at *15), and the fact that many prior class settlements under FACTA provided little incentive to take these cases.

Sixth, although Class Counsel secured a \$24,250,000.00, all cash, non-reversionary settlement despite the myriad challenges above, it must be kept in mind that outcome was anything but certain when they took the case. For example, although Class Counsel has had success under FACTA, they have also suffered adverse class certification and merits rulings in FACTA cases. *See, e.g., Bouton v. Ocean Props.*, 2017 U.S. Dist. LEXIS 174989 at *44-45 and *103, (S.D. Fla. Oct. 23, 2017) (FACTA case, class cert. denied, and defense summary judgment motions granted in part); *Guarisma v. Hyatt Equities*, 2017 U.S. Dist. LEXIS 179837 (S.D. Fla. Sept. 28, 2017) (class cert. denied).⁷

The outstanding results here were only made possible by Class Counsel’s extensive skill and experience in litigating class actions of similar size, scope and complexity, particularly

⁷ *See In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d at 1364 (“relevant risks must be evaluated from the standpoint of plaintiffs’ counsel as of the time they commenced the suit, not retroactively, with the benefit of hindsight.”) (citations omitted).

FACTA cases. *See* Appendix 4 (Owens Decl.) at ¶¶4-14, 23-25; Appendix 5 (Keogh Decl.) at ¶¶2-6, 9-17; Appendix 8 (Habashy Decl.) at ¶¶3-8, 10-13. This is shown not only by the work performed, but also by the fact Counsel achieved outstanding results despite litigating against a sophisticated, well-financed defendant represented by top-tier defense counsel. *See In re Sunbeam Sec. Litig.*, 176 F.Supp.2d 1323, 1334 (S.D. Fla. 2001) (“In assessing the quality of representation, courts have also looked to the quality of the opposition the plaintiffs’ attorneys faced.”).

Indeed, although IKEA is a large merchant and its FACTA violations were plainly visible on its receipts, no other law firm brought a competing class action case, suggesting other lawyers found the case to be too risky or difficult. *See Silverman v. Motorola Solutions, Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (“Lack of competition not only implies a higher fee but also suggests that most members of the . . . bar saw this litigation as too risky for their practices.”); *Zerjav v. Town of Coventry*, 2006 U.S. Dist. LEXIS 107071 at *17 (D. Conn. Jun. 30, 2006) (“Given the skill and experience of the plaintiffs’ trial lawyer, it is reasonable to expect he would receive attorney’s fees of forty percent (40%) of the total . . .”).

Finally, although this motion is being filed with the issuance of the notice to the Settlement Class, *i.e.*, before the due date for class members to submit comments, the fee request is explicitly spelled out in the class notice and Counsel do not anticipate significant objection from class members. But Class Counsel will address any objection in the motion for final approval. In short, numerous factors also demonstrate the proposed fee award should be approved.

IV. The Expenses Incurred Are Reasonable and Should Be Approved.

As permitted by the Settlement, Class Counsel also seek \$29,091.16 in out-of-pocket expenses, consisting of court filing and other fees, Class Counsel’s share of the mediator’s fees, and expenses related to the extensive third-party subpoena campaign. Appendix 4 (Owens Decl.)

at ¶28 (itemizing expenses); Appendix 8 (Habashy Decl.) at ¶ 16 (same); Appendix 5 (Keogh Decl.) at ¶ 8 (same). Overhead costs such as legal research, internal copying, phone, and meals, have been excluded. Thus, the requested expenses are common and reasonable. *See Alvarado v. Nederend*, 2011 U.S. Dist. LEXIS 52793 at *27-28 (E.D. Cal. May 17, 2011) (“filing fees, mediator fees [], ground transportation ... are routinely reimbursed in these types of cases.”); *Bright v. Land O'Lakes, Inc.*, 844 F.2d 436, 444 (7th Cir. 1988) (travel expenses recoverable). Accordingly, they should be approved.

V. The Proposed Class Representative Service Payment Should Be Approved.

Like the proposed fee and expense award, class members were given notice Plaintiffs would request \$10,000 each for their service to the class. Appendix 6 (Email Notice) at p.1 and Appendix 7 (Full Notice) at p. 1, 3 No. 7. Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class (who likely would recover nothing but for the plaintiff's enforcement of the law on their behalf), and the proposed award here is fully consistent with incentive awards in other cases, including FACTA cases. *See Fauley v. Metro Life Ins. Co.*, 2016 IL App (2d) 150236 at ¶15 (\$15,000 incentive award per class representative); *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 916 (1st Dist. 1995) (\$10,000 service award to each plaintiff); *Goel v. Stonebridge*, 18 CH 11015, Order at p.6, ¶12 (Cir. Ct. Cook Cnty. Jun. 8, 2020)(\$10,000 service award); *Flaum*, 2019 U.S. Dist. LEXIS 40626 at *20 (FACTA case granting \$30,000 in combined service awards for two plaintiffs); *Altman*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021 Order) at ¶15 (FACTA case granting \$10,000 service award); *Legg*, 2016 U.S. Dist. LEXIS 122695 at *11 (FACTA case granting \$10,000 service award); *Spirit*, No. 14-cv-61978, ECF No. 151 at ¶16 (FACTA case granting \$10,000 service award to each representative).

The proposed award is particularly reasonable here given the results obtained, as the award amounts to less than five one-hundredths of one percent of the \$24,250,000.00 Settlement fund. *Compare Goel*, 18 CH 11015, Order at p.6, ¶12 (\$10,000 service award from \$650,000 settlement).

Finally, Plaintiffs performed a tremendous service for the Class, not only by choosing to bring their claims on a class basis instead of individually but helping to achieve one of largest all-cash FACTA settlement in history. Along that line, they spent several days of travel to attend the mediation in person and actively participated in the litigation. Accordingly, the proposed class representative service award should be approved.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court enter an Order approving the proposed attorneys' fee award in the amount of \$ 9,700,000, the proposed award of out-of-pocket expenses in the amount of \$29,091.16, and a service award to the class representatives in the amount of \$10,000 per each named plaintiff.

Dated: March 6, 2023

Respectfully submitted,

s/Keith J. Keogh
One of Plaintiff's Attorneys

Keith J. Keogh, Esq.
Keogh Law, LTD (Firm No. 39042)
55 W. Monroe Street, Ste. 3390
Chicago, IL 60603
Telephone: (312) 726-1092
Facsimile: (312) 726-1093
Keith@KeoghLaw.com

Scott D. Owens, Esq. (*pro hac vice*)
2750 N. 29th Ave., Suite 209A
Hollywood, FL 33020
Telephone: (954) 589-0588
Facsimile: (954) 337-0666
scott@scottdowens.com

John R. Habashy, Esq. (*pro hac vice*)
LEXICON LAW, PC
633 W. 5th Street, 28th Floor
Los Angeles, CA 90071
Tel: (213) 223-5900
Fax: (888) 373-2107
john@lexiconlaw.com

Class Counsel

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on March 6, 2023, the foregoing document, including all exhibits referenced therein, was served on the attorneys at the addresses below via email and by filing the same with the Court's electronic filing system.

James J. Sipchen
PRETZEL & STOUFFER, CHARTERED One S. Wacker, Suite 2500
Chicago, IL 60606
Tel: (312) 578-7422
jsipchen@pretzel-stouffer.com

Claudia D. McCarron
Mullen Coughlin LLC
426 W. Lancaster Ave., Suite 200
Devon, PA 19333
Tel: (267) 930-4787
cmccarron@mullen.law
Attorneys for Defendants

Counsel for Defendant

s/ Keith J. Keogh
Keith J. Keogh

APPENDIX 1

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement” or “Settlement Agreement”) is made and entered into between Plaintiffs Willard D. Richardson (“Richardson”) and Jamie Yeomans (“Yeomans”) (collectively, “Plaintiffs” or “Class Representatives”), individually and in their representative capacity on behalf of the Settlement Class (as defined below), on the one hand, and Defendants IKEA North America Services, LLC (“INAS”) and IKEA US RETAIL LLC (“IUS”) (collectively, “Defendants” or “IKEA”), on the other hand (Plaintiffs and Defendants are collectively referred to herein as the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), which includes any and all claims for violations of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681 *et seq.* (“FACTA”), that were or could have been asserted in the lawsuit styled as *Richardson et al. v. IKEA North America Services, LLC, et al.* (originally filed as *Willard D. Richardson v. Inter IKEA Systems, B.V., et al.*, Case No. 19STCV37280 (Los Angeles County Superior Court, Ca.), and that, in accordance with the agreement of the Parties and for the purpose of effectuating this Agreement, shall be stayed while a companion action is filed in the Superior Court for the State of Illinois, Cook County.

Capitalized terms are defined in Section 1 of this Agreement and shall have the meaning ascribed to them in that section unless separately defined elsewhere in this Agreement.

RECITALS

A. On October 18, 2019, Plaintiff Richardson, individually and on behalf of a putative class, filed a Class Action Complaint to initiate the putative class action against Defendants captioned *Willard D. Richardson v. Inter IKEA Systems, B.V., et al.*, and which was subsequently amended on January 31, 2020, to add Plaintiff Yeomans, in the Superior Court for Los Angeles County, California, Case No. 19STCV37280 (the “Los Angeles County Action”). The operative Second Amended Class Action Complaint in the Los Angeles County Action alleged claims against Defendants regarding printed receipts issued by Defendants for point-of-sale (“POS”)¹ credit and debit card transactions which displayed more than the last five digits of the credit and debit card account numbers, in willful violation of FACTA, which Richardson and Yeomans alleged harmed them and the putative class by, among other things, placing them at an increased risk of identity theft;

B. The Parties engaged in substantial informal discovery and shared relevant information, including class size, analysis of Defendants’ credit and debit card transaction data, and Defendants’ relationship with their point-of-sale system (or “POS”) vendors.

C. As a result of the exchange of the information described above, Plaintiffs believe that they can show that Defendants’ retail locations had point-of-sale systems that were printing transaction receipts in violation of FACTA, and that the violations at issue were limited to the time frame outlined herein.

¹ The term “point-of-sale” (or “POS”), as used herein, is defined as the time and place where a retail transaction for physical goods is, or has been, completed, between a merchant and a customer.

D. The Parties agreed to engage in extensive arm's length negotiations for the purpose of reaching a resolution of the Los Angeles County Action with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice.

E. To this end, the Parties agreed to participate in a full-day formal confidential mediation before the Honorable Edward A. Infante (ret.) (the "mediator"). In advance of the scheduled mediation, the Parties prepared comprehensive and confidential mediation statements setting forth their respective views on the relevant facts, the applicable law, class certification, and the merits of the claims and defenses.

F. On October 5, 2020, the Parties participated in a formal confidential mediation session with the mediator in Los Angeles, California, however the Parties were unable to reach a settlement at that time.

G. After their participation in the first mediation, the Parties took part in a second mediation session with mediator Infante at which time the mediator made a mediator's recommendation, and the Parties reached an agreement in principle.

H. On or around February 23, 2021, the Parties entered into a binding settlement term sheet (the "Settlement Term Sheet"), memorializing all essential terms of their agreement in principle for the purpose of documenting this formal Settlement Agreement and in anticipation of submitting a joint request to stay the Los Angeles County Action and filing a companion action in the Circuit Court for Cook County, Illinois (the "Cook County Action"), to be styled as *Richardson et al. v. IKEA North America Services, LLC et al.*, for purposes of obtaining approval of the Parties' settlement and subsequent administration.

I. As part of their agreement, the Parties agreed to file a request for the California Superior Court for Los Angeles County to stay the Los Angeles County Action by no later than October 15, 2021.

J. Also, as part of their agreement, the Parties agreed that by no later than October 22, 2021, the Class Representatives are to file the Cook County Action.

K. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts regarding their FACTA claims and Defendants' potential defenses.

L. Plaintiffs believe that their FACTA claims have merit, and that they would have ultimately succeeded in obtaining adversarial certification of a class, and in prevailing on the merits at summary judgment or at trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendants have raised factual and legal defenses that present a significant risk that Plaintiffs may not prevail and/or that the class might not be certified for trial. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

M. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue and the informal discovery exchanged between the Parties, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class, and that it is in the best interests of the Settlement Class members to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement.

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N. For settlement purposes only, Plaintiffs Richardson and Yeomans will respectfully request that the Court certify the Settlement Class and appoint them as class representatives. In addition, the Class Representatives will request that attorneys Scott D. Owens, John R. Habashy, Keith J. Keogh, and Michael Hilicki be appointed as Class Counsel in this case.

O. The Class Representatives, on behalf of themselves and as the representatives of the Settlement Class, and the Defendants desire to forever resolve and compromise the disputes between them.

P. The Class Representatives, on behalf of themselves and as the representatives of the Settlement Class, and Defendants will execute this Agreement solely to compromise and settle uncertain, protracted, complicated, and expensive litigation.

Q. Defendants vigorously deny any and all liability or wrongdoing to the Class Representatives and to the Settlement Class and deny all allegations in the Los Angeles County Action and the Cook County Action on grounds that include, without limitation, that Defendants never willfully, negligently, or knowingly caused the printing of any receipt disclosing more than the last five digits of a credit or debit card number, but have nonetheless similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, considering the risks inherent in the litigation of this matter, and to resolve the pending and potential claims of the Plaintiffs and the Settlement Class fully, completely, and finally, in the manner and upon the terms set forth herein;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, Class Representatives on behalf of the Settlement Class, and Defendants that, in exchange for the mutual covenants and promises contained herein and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Los Angeles County Action and the Cook County Action shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions set forth in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

AGREEMENT

I. SETTLEMENT CLASS DEFINITION

For purposes of settlement only, the Parties agree to certification of the following as the Settlement Class:

All persons in the United States who, between October 18, 2017 and December 31, 2019, engaged in one or more transactions using a debit card or credit card at any IKEA retail store within the United States, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s).

Persons meeting this definition are referenced herein collectively as the “Settlement Class,” and individually as “Settlement Class Member.” Excluded from the Settlement Class is any individual class member who properly opts out of the Settlement pursuant to the procedure described herein.

II. OTHER DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

- A. **“Agreement”** means this Settlement Agreement and Release (including all attachments and exhibits hereto) which the Parties understand and agree sets forth

all terms and conditions of the settlement between them, supersedes the Settlement Term Sheet, and which is subject to Court approval. It is understood and agreed that Defendants' obligations for payment under this Agreement are conditioned on, among other things, Final Approval, as defined below, but in no event shall payment by Defendants exceed the Settlement Amount, as defined below.

- B. **"Claims Administrator"** and **"Claims Office"** means KCC Class Action Services LLC , which, subject to Court approval, shall be responsible for administrative tasks, including, without limitation: (a) arranging for distribution of the Class Notice² and Settlement Claim Forms³ to Settlement Class Members; (b) making any mailings to Settlement Class Members required under the terms of this Agreement; (c) answering written and telephonic inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee; (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member's correspondence regarding Requests for Exclusion from the Settlement; (e) establishing the Settlement Website⁴ that posts notices, Settlement Claim Forms, and other related documents; (f) receiving and processing Settlement Claim Forms from and distributing Settlement payments to Settlement Class Members; (g) paying from the Settlement Fund⁵ any fees and costs incurred or due to banks, credit card processing companies, or others for

² As defined below.

³ As defined below.

⁴ As defined below.

⁵ As defined below.

responding to subpoenas to locate or identify the Settlement Class Members; and
(h) otherwise assisting with implementation and administration of the terms of this Agreement.

C. **“Claims Deadline”** shall have the same meaning as set forth in the Preliminary Approval Order issued by the Court, in substantially the form attached hereto as Exhibit 1, the date of which shall be sixty (60) days after the deadline for notice to be distributed to Class Members.

D. **“Class Counsel”** means:

Scott D. Owens
SCOTT D. OWENS, P.A.
2750 N. 29th Ave.
Suite 209A
Hollywood, FL 33020

John R. Habashy
LEXICON LAW, PC
633 W. 5th St., 28th Floor
Los Angeles, CA 90071

Keith J. Keogh
Michael Hilicki
KEOGH LAW, LTD
55 W. Monroe St., Suite 3390
Chicago, IL 60603

E. **“Class Notice”** means the “Summary Notice” and “Full Notice,” the terms of which shall be mutually agreeable to the Parties and approved by the Court substantially in the form attached hereto as Exhibits 2 and 3.

F. **“Complaint”** means the Class Action Complaint for Violations of the Fair and Accurate Credit Transactions Act (FACTA) that will be filed by Class

Representatives by no later than October 22, 2021 in the Circuit Court of Cook County, Illinois.

- G. **“Cook County Action”** means the lawsuit commenced by the filing of a class action complaint by Plaintiffs against Defendants in Cook County Circuit Court, Illinois, as an identical lawsuit to the lawsuit styled as *Richardson et al. v. IKEA North America Services, LLC, et al.* (originally filed as *Willard D. Richardson v. Inter IKEA Systems, B.V., et al.*, Case No. 19STCV37280 (Los Angeles County, Calif.), in the Circuit Court of Cook County, Illinois, and to be styled as *Richardson et al. v. IKEA North America Services, LLC et al.*.

- H. **“Counsel for Defendants”** means:

Claudia D. McCarron
MULLEN COUGHLIN LLC
426 West Lancaster Avenue, Suite 200
Devon, PA 19333

- I. **“Court”** means the Circuit Court of Cook County, Illinois, and any Judge assigned to the Action.
- J. **“Defendants”** means IKEA North America Services, LLC and IKEA US RETAIL LLC.
- K. **“Defendant Releasees”** means Defendants, each of their affiliates, parents, subsidiaries, predecessors, successors, co-venturers, divisions, joint venturers, joint ventures, and assigns, as well as each of those entities’ past and present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors,

shareholders, attorneys, accountants and auditors, banks and investment banks, consultants, vendors, contractors, licensors, franchisors, and assigns.

- L. **“Effective Date”** means the date on which the Order of Final Approval becomes Final and non-appealable.
- M. **“Final Approval Hearing”** means a hearing set by the Court to take place no sooner than ninety (90) days after entry of the Preliminary Approval Order for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement pursuant to the Illinois Code of Civil Procedure, applicable law, and other procedural rules and/or requirements; and (ii) entering the Order of Final Approval.
- N. **“Final”** or **“Finally Approved”** or **“Final Approval”** of this Agreement means the later of the date that (i) the time has run for any appeals from the Order of Final Approval or (ii) any such appeals have been resolved in favor of approving, or affirming the approval of, this Agreement.
- O. **“Incentive Payments”** means the payments to the Class Representatives further described in Section III.F.2. of this Agreement.
- P. **“Los Angeles County Action”** means the lawsuit styled as *Richardson et al. v. IKEA North America Services, LLC, et al.* (originally filed as *Willard D. Richardson v. Inter IKEA Systems, B.V., et al.*, Case No. 19STCV37280 (Los Angeles County, Calif.).
- Q. **“Opt-Out and Objection Deadline”** shall have the same meaning as set forth in the Preliminary Approval Order issued by the Court, in substantially the form set

forth in Exhibit 1, the date of which shall be 60 days after the deadline for notice to be distributed to Settlement Class Members.

- R. **“Order of Final Approval”** means the order and judgment to be entered by the Court approving this Settlement Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole in accordance with the Illinois Code of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Settlement Agreement, including granting Final Approval of the Settlement and ruling on Class Counsel’s application for attorneys’ fees and expenses, the Incentive Payments for the Class Representatives, substantially in the form attached hereto as Exhibit 4, and dismissing with prejudice the claims of the Class Representatives and all Settlement Class Members who do not opt out as provided by this Agreement and the Illinois Code of Civil Procedure.
- S. **“Parties”** means Class Representatives and Defendants.
- T. **“Preliminary Approval Date”** means the date on which the Court enters the Preliminary Approval Order.
- U. **“Preliminary Approval Order”** means an order to be entered and filed by the Court certifying the Settlement Class and granting preliminary approval to the Settlement substantially in the form attached hereto as Exhibit 1.
- V. **“Released Claims”** means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had

in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted in the Los Angeles County Action or Cook County Action and/or that relate to or arise from printing too many digits of debt or credit card account numbers on any receipts from one of Defendants' retail locations located in the U.S. during the settlement class period described in Section I, above, including, but not limited to, any claims under arising under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15 U.S.C. § 1681c(g), for a violation of any consumer protection statutes, or regarding identity theft or the risk of identity theft.

- W. **“Request for Exclusion”** means the written request that Settlement Class Members are required to timely submit in order to opt out of the Settlement Class and this Settlement Agreement.
- X. **“Settlement Amount”** means the sum of twenty-four million, two hundred fifty thousand dollars (\$24,250,000) and includes, among other things, all costs and attorneys' fees of Class Counsel, the Incentive Payment (if any), all costs incurred by the Claims Administrator, all payments to Settlement Class Members from the Settlement Fund, the expenses, including attorneys' fees and costs, incurred in the defense of the settlement against objections, and any appeals of orders thereon. The Settlement Amount shall be the entire financial obligation of Defendants and

the Defendant Releasees in connection with the settlement and all related proceedings, including, but not limited to, Preliminary and Final Approval and the implementation of this Agreement.

- Y. **“Settlement Claim Form”** means a form, substantially in the form attached hereto as Exhibit 5 (for recipients of direct notice per Section IV.B.1 below), to be completed by Settlement Class Members and submitted to the Claims Administrator. The Settlement Class Members who receive the direct Class Notice shall be able to make a claim via website or telephone IVR provided that they are required to enter the claim ID printed on the direct notice. Each Settlement Claim Form shall require the Settlement Class Member to provide: (a) his or her name; (b) physical address; (c) phone number, which shall be optional; and (d) e-mail address to the extent that he or she has one. The website claim form will prepopulate this information for persons who first enter their claim ID and shall ask them to update or correct any information. All Settlement Claim Forms must also contain a verification that the claimant received at least one receipt at one of Defendants’ retail locations in the U.S. on which more than the last five digits of the claimant’s debit or credit card account number were printed during the settlement class period described in Section I, above. The Claim Forms will also require each Settlement Class Member to state the information he or she is providing is true and correct as of the date thereof to the best of his or her knowledge and belief under penalty of perjury pursuant to 28 U.S.C section 1746 governing unsworn statement.

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Z. **“Settlement Fund”** means the fund used to pay all claims relating to the settlement of the Los Angeles County Action, the Cook County Action, and all Released Claims pursuant to this Agreement.

AA. **“Settlement Website”** means the website prepared by the Claims Administrator in connection with the process of providing notice to Settlement Class Members as further described in Section II.B of this Agreement.

III. SETTLEMENT TERMS

A. **Certification of Settlement Class and Conditional Nature of Agreement**

For settlement purposes only, Defendants conditionally agree and consent to certification of the Settlement Class. Defendants’ conditional agreement is contingent upon execution of this Agreement by the Parties, entry of the Order of Final Approval, and the Order of Final Approval becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval or is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, and it shall not be referred to or utilized for any purpose whatsoever.

Defendants deny all claims as to liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief as well as the class action allegations asserted in the Los Angeles County Action and the Cook County Action. Defendants have agreed to resolve the Los Angeles County Action and the Cook County Action through this Agreement, but to the extent this Agreement is deemed void or Final Approval does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Los Angeles County Action and Cook County Action upon all procedural and factual grounds, including without limitation the ability to challenge class action treatment on any grounds or assert any and

all defenses or privileges, including but not limited to challenges to jurisdiction and venue. The Class Representatives and Class Counsel agree that Defendants retain and reserve all of these rights and agree not to take a position to the contrary.

B. Settlement Amount

In full and final settlement of the Settlement Class's claims, Defendants shall pay \$24,250,000.00 (the "Settlement Amount"). The Settlement Amount shall be used to pay the full and complete cost of Settlement Class benefits and compensation, all Class Notices and claims administration and all related administrative costs, the Incentive Payment (if any is authorized by the Court), and Class Counsel's attorneys' fees and expenses (as authorized by the Court). In no event will the Settlement Amount exceed \$24,250,000.

C. All Released Claims Satisfied by Settlement Fund

Each Settlement Class Member shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims as provided in this Agreement.

D. Settlement Fund

Defendants will pay the Settlement Amount to the Claims Administrator after Final Approval, except that they will deposit an amount necessary to pay for the estimated cost of Class Notice and administration ten (10) business days after the Preliminary Approval Order is entered. The remainder of the Settlement Amount, net of the costs of Class Notice and claims administration, the attorneys' fee award, and any Incentive Payments, shall be distributed pro rata to Settlement Class Members who submit Settlement Claim Forms that are received on or before the Claims Deadline and are accepted by the Claims Administrator in compliance with the procedures set forth in the Class Notice, Preliminary Approval Order, and Order of Final

Approval. A person whose claim form does not match a transaction in Defendants' records showing a receipt at one of Defendants' retail locations shall not be a class member.

The distribution shall be as follows:

- i. First Distribution. Settlement Awards shall be paid by electronic deposit or check. Within forty-five (45) days after the Effective Date, the Claims Administrator shall send payment to each claiming Settlement Class Member eligible to receive payment. The amount of each payment shall be the amount of the funds available for distribution divided by the number of Settlement Class Members to whom payments are being directed. The payment shall be made, at the option of the class member, either by electronic deposit or by check sent by first-class mail. The Claims Administrator will perform skip tracing and re-mailing as reasonably necessary. Checks will be valid for 120 days from the date on the check. The amounts of any checks that are returned as undeliverable or that remain uncashed more than 120 days after the date on the check will be included as part of the Second Distribution (as defined below).
- ii. Second Distribution. If, after the expiration date of the checks distributed pursuant to subparagraph i. above, there remains money in the Settlement Fund sufficient to pay at least \$10 to each Settlement Class Member who received an electronic deposit or cashed his or her initial settlement check prior to the expiration date of such check, such remaining monies will be distributed on a pro rata basis to those

Settlement Class Members (the “Second Distribution”). The Second Distribution shall be made within 90 days after the expiration date of the checks distributed pursuant to subparagraph i. above, and shall be paid in the same manner as the First Distribution. Checks issued pursuant to the Second Distribution will be valid for 120 days from the date on the check.

- iii. Remaining Funds. Money in the Settlement Fund that has not been distributed after the expiration of checks issued pursuant to the Second Distribution as set forth in subparagraph ii. above or any funds not distributed because there is not enough money in the Settlement Fund to justify a Second Distribution (the “Remaining Funds”), shall be paid as *cy pres* to the Chicago Bar Foundation, a federally recognized 501(c)(3) organization that supports numerous Illinois legal aid organizations. The Parties will jointly petition the Court for a *cy pres* distribution to the *cy pres* recipient. Based on the Parties’ input, the Court may order the Remaining Funds to be distributed to another nonprofit organization. No money remaining in the Settlement Fund shall revert to or otherwise be paid to Defendants.

E. If Final Approval Does Not Occur

In the event the Agreement does not receive Final Approval, or is cancelled, terminated or otherwise becomes null and void for any reason, the Settlement Fund, net of administration fees and costs paid or incurred for the Class Notice, shall revert back to Defendants.

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F. Attorneys' Fees and Class Representatives Incentive Payments

To the extent that the Court orders an award of attorneys' fees and expenses to any Class Counsel, or an Incentive Payments to the Class Representatives, such awards will be paid from the Settlement Amount within fourteen (14) days after the Effective Date.

1. Attorneys' Fees and Expenses

Class Counsel will file a petition with the Court for an award of attorneys' fees plus expenses to be paid solely from the Settlement Amount thirty (30) days after the Notice is sent pursuant to section IV.B. This award shall be Class Counsel's total recovery for attorneys' fees, costs, and/or adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, expert fees and costs, and document review and production costs). Class Counsel shall be responsible for allocating and shall allocate all attorneys' fees and expenses that are awarded by the Court among Class Counsel, and Defendants shall have no responsibility, role, or liability in connection with such allocation.

2. Class Representatives Incentive Payments

Within thirty (30) days after the Notice is sent pursuant to section IV.B, Class Representatives may petition the Court for Incentive Payments for the service to the Settlement Class and the time and effort that the Class Representatives personally invested in this litigation.

G. Motion for Preliminary Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit 1.

IV. CLAIMS ADMINISTRATION

A. Claims Administrator/Claims Office

The Claims Administrator may appoint as many claims officers, experts, and/or advisors as are necessary to carry out the duties of the Claims Office expeditiously. The Claims Office procedures shall be subject to Court approval and under the continuing jurisdiction of the Court. The Claims Office shall be responsible for disseminating information to Settlement Class Members concerning settlement procedures. In addition, the Claims Office shall (i) assist the Court in processing and tabulating Requests for Exclusion, (ii) receive all opt-out forms and documentation, (iii) receive, process, classify, and pay claims as provided in this Agreement and any applicable orders of the Court, and (iv) operate under the continuing supervision of the Court.

B. Notice

1. E-mail and Mail

A copy of the Summary Notice, substantially in the form attached hereto as Exhibit 2, shall be e-mailed to all class members whose e-mail address was provided by their card-issuing banks. For any class member for whom there is no e-mail address or whose e-mail notice was returned as undeliverable, they shall be mailed a copy of the Summary Notice by first class mail for which there is address information, by the deadline established by the Preliminary Approval Order. Such e-mail and mail shall be completed by the Claims Administrator. Defendants shall reasonably cooperate with Class Counsel in Class Counsel's efforts to retrieve Settlement Class Member information from any third party, including, but not limited to, Visa, MasterCard, American Express, Discover, and any other third party involved in processing Defendants' debit or credit card transactions, with the express understanding that any reasonable costs any other

entity incurs will be paid from the Settlement Amount and not in addition to the Settlement Amount. The Parties agree that any contact information, personally identifiable information, or transaction-specific information provided for purposes of identifying and/or notifying potential Settlement Class Members may be shared with the Claims Administrator, who agrees to be governed by any applicable Protective Order in the Cook County Action or the Los Angeles County Action, and any party Class Counsel decides to subpoena for the limited purpose of obtaining Settlement Class Member contact information. This information shall be kept confidential.

2. Settlement Website

By the deadline for distributing the Class Notice set forth in the Preliminary Approval Order, the Claims Administrator shall establish and maintain the Settlement Website, which will, among other things, (i) enable Settlement Class Members to submit a claim and access and download the Settlement Claim Form, (ii) provide contact information for Class Counsel, and (iii) provide access to relevant documents. Such documents shall include this Agreement and Class Notice; the Preliminary Approval Order; the Complaint; and, when filed, the motion for attorneys' fees and the Order of Final Approval if granted. The Claims Administrator shall also mail the Full Notice to any class member who so requests. The Summary and Full Class Notice shall include the address (URL) of www.ikeaUSfactaclassaction.com for the Settlement Website. The Settlement Website shall not include the IKEA trademark or any IKEA branding, including yellow and blue coloring. The Claims Administrator shall maintain the Settlement Website until at least thirty (30) days following the void date for checks. The Claims Administrator shall remove the Settlement Website no later than sixty (60) days following the void date for checks.

3. IVR

By the deadline for mailing the Class Notice, the Claims Administrator shall establish and maintain a toll-free number that maintains an interactive voice response (IVR) system to answer questions and allow class members who have received a claim ID form the ability to submit a claim.

4. Reminder Notice

For every unreturned e-mail where that class member has not submitted a claim by ten (10) days before the Claims Deadline, the Claims Administrator shall send a reminder notice, in substantially the form attached hereto as Exhibit 2 (except that the notice may be captioned with the phrase “Reminder Notice”) by e-mail at least seven (7) days before the Claims Deadline for the class members for whom it has an e-mail address.

5. Opt-Out Procedure

The Class Notice shall provide a procedure whereby Settlement Class Members may exclude themselves from the Settlement Class by mailing a Request for Exclusion. Any Settlement Class Member who does not validly and timely submit a Request for Exclusion before the Opt-Out Deadline shall be deemed a Settlement Class Member and shall be bound by the terms of this Agreement.

6. Objections

The Class Notice shall also provide a procedure for Settlement Class Members to object to the settlement set forth herein and any of its terms. Objections must be received by the deadline set by the Court.

7. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. In the event that the Agreement is not so approved, the Plaintiffs reserve the right to seek approval of the Agreement in the Los Angeles County Action.

In the event that the Agreement is not approved in Cook County or in Los Angeles County, the Parties shall return to the status quo as of the date of this Agreement as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of the Agreement and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo as of the date of this Agreement, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

For the avoidance of doubt, it is a material term of the Settlement that if the Settlement is not approved in Cook County, Plaintiffs will dismiss the Cook County Action and return to Los Angeles County to litigate their claims as though the Cook County action had never been filed.

8. Defendants' Rights to Terminate Agreement

Defendants' willingness to settle this litigation on a class-wide basis and to agree to the certification of the Settlement Class is dependent upon achieving finality in the Los Angeles County Action and the Cook County Action, and the desire to avoid further uncertainty and expense. Consequently, Defendants shall have the right in their sole discretion to terminate this

Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to Class Representatives, Settlement Class Members, or Class Counsel if more than 2% of the Settlement Class Members request to opt out of the Settlement pursuant to Section IV.B.5, above.

C. Claims Process

In order to make a claim, a Settlement Class Member must submit a valid and completed Settlement Claim Form in compliance with the procedures set forth in the Class Notice, Preliminary Approval Order, and Order of Final Approval. The claims shall be cross-referenced against the transaction data for the class members. Any claim that does not match the transaction data for the class members shall not be valid, and the person who submitted the invalid claim shall not be a class member. All Settlement Claim Forms must be submitted by the Claims Deadline as set forth in the Class Notice. Any Settlement Claim Form submitted after the Claims Deadline shall be deemed an untimely and invalid claim. Defendants agree to provide or cooperate with Class Counsel in their effort to obtain from third parties the putative class members' contact and identifying information and transaction data that Class Counsel and the Claims Administrator determine is reasonably needed to identify or locate the class members insofar as such information and data are reasonably available to Defendants.

D. Retention of Records

The Claims Administrator shall retain all records relating to payment of claims under this Agreement for a period of three (3) years from the Effective Date. The confidentiality of those records shall be maintained in accordance with the Preliminary Approval Order and any applicable protective order.

V. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION**A. Exclusive Remedy**

This Agreement shall be the exclusive remedy for any and all Released Claims, any claim arising out of the subject matter of this Agreement, and any complaint by the Settlement Class or any Settlement Class Member against the Defendant Releasees related to the Released Claims. No Defendant Releasee shall be subject to liability or expense of any kind to the Settlement Class or any Settlement Class Member related to the Released Claims except as provided in this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties' successors, assigns, and the Defendant Releasees.

B. Dismissal of Claims

The Parties agree that upon the Effective Date, the Cook County Action and the Los Angeles County Action shall be dismissed with prejudice in accordance with the Order of Final Approval, substantially in the form attached hereto as Exhibit 4.

C. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over the Cook County Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

VI. RELEASES

Upon the Effective Date of this Agreement, the Defendant Releasees shall be released and forever discharged from all Released Claims by the Class Representatives, the Settlement Class, and each Settlement Class Member. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any

Defendant Releasee based, in whole or in part, on any of the Released Claims. The Class Representatives, the Settlement Class, and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 of the California Civil Code reads as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Representatives, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representatives, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order of Final Approval shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

On the Effective Date, Class Representatives and each Settlement Class Member will be deemed to have, and by operation of this Release and the Judgment will have, fully, finally, and forever released, relinquished, and discharged any and all of the Defendant Releasees of and from any and all Released Claims and, without further action by any person or the Court, will be deemed: (a) to have consented to dismissal of the Action and the dismissal with prejudice of any and all Released Claims; (b) to have released and forever discharged any and all Released Claims; and (c) to be forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to any state, federal, or foreign court, or regulatory

agency, or any arbitration forum, each and every Released Claim. The Parties agree that the Defendant Releasees will suffer irreparable harm if any Settlement Class Member takes action inconsistent with this paragraph, and that in that event, the Defendant Releasees may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

VII. MISCELLANEOUS PROVISIONS

A. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

B. Protective Order

The Parties agree to execute and submit to the Court a Protective Order for the purpose of administration of the settlement to the Settlement Class Members, and that all confidential information will be treated in accordance with the Protective Order entered in the Cook County Action.

C. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, and have been given the opportunity to review independently this Agreement with such legal counsel, and agree to the particular language of the provisions herein.

D. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representatives, on behalf of themselves or the Settlement Class, against Defendants. Defendants expressly deny and disclaim any liability or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall not be admissible in evidence for any such purpose in any proceeding, except solely for purposes of enforcement of the terms of this Agreement; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents. The Parties further agree that this Agreement may be disclosed in accordance with California Evidence Code sections 1122 and 1123.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Defendants' counsel, without notice to Settlement Class Members. The

Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement, including the Settlement Term Sheet. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

H. Drafting

This Agreement is a collaborative effort of the Parties and their respective attorneys, and the Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*.

I. Costs

Other than the payment by Defendants to Plaintiffs and the Settlement Class of the “Settlement Amount,” as defined in Section II X and set forth herein, each Party shall bear their own attorneys’ fees and costs relating in any way to the Action or this Agreement, or the subject matter of any of them.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section VII.K shall not apply should any court or tribunal find any part, term, or provision of the release, as set forth in Section VI, to be illegal or invalid in any manner.

M. No Consent

To the Parties' knowledge and belief, except as expressly provided herein, no consent, authorization, action, or approval of, notice to or filing with, waiver, or exemption by any person or entity which has not been obtained, including, without limitation, any governmental, public or self-regulatory body or authority, is required in connection with the execution, delivery, and

performance of this Agreement or consummation of the transactions contemplated hereby by the Parties hereto.

N. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

O. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties thereto.

P. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Illinois, without reference to its conflict of law provisions. The adequacy of the settlement, and any determination regarding Class Counsel's fees and expenses, and any Incentive Payment, shall be governed by the Court presiding over the Preliminary and Final Approval process.

Q. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arm's length negotiations.

FILED DATE: 3/7/2023 12:00 AM 2021CH05392

R. Headings

Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

S. Deadlines on Weekends or Holidays

When a deadline or date falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

T. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

U. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

V. Facsimile and E-mail

Transmission of a signed Agreement by facsimile or e-mail shall constitute receipt of an original signed Agreement by mail.

W. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

X. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were, could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this Section VII.V shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section VII.V.

Y. Confidentiality**1. No Press Contact or Press Release**

The Parties agree that they will not contact the press, issue any press releases, and/or give any interviews upon this Settlement in any way other than as provided in this Agreement, on the Settlement Website, or otherwise agreed upon by Defendants in writing in each instance prior to the Effective Date. Notwithstanding the foregoing, nothing in this agreement shall limit the ability of Plaintiffs to respond to legitimate factual or legal questions raised by members of the Settlement Class not intended to be publicized or otherwise disseminated to the general public or Defendants to include descriptions of the litigation and the settlement in materials where it is required to do so by law or regulation.

2. Confidentiality of Class Member Information

All Settlement Class Member information Defendants provide Class Counsel pursuant to the Settlement Agreement and Release, and all transaction, card account, or identifying or contact information Class Representatives, through Class Counsel, subpoena from any nonparty, shall be treated as confidential, and not shared with anyone other than: (a) the Parties' counsel; (b) the Claims Administrator; or (c) the Court, except that Class Counsel may also share that information with any bank, card processing entity, or other third party to facilitate the process of identifying or locating class members. If any information described in this paragraph is filed with the Court, it shall be filed under seal.

X. Settlement to Proceed Regardless of Jurisdiction

1. Waiver of Statute of Limitations

Defendants hereby agrees to withhold any statute of limitations defense or venue objection they might have against Class Representatives or any class member created as a result of refileing the case in Cook County, Illinois, provided that the case is refiled in state court within thirty (30) days of the entry of an order staying the Los Angeles County Action and the Settlement is finally approved by the Cook County court and becomes unappealable.


2. Good Faith Facilitation of Settlement

The Parties shall work in good faith to facilitate the Settlement, promptly secure its final approval from the Circuit Court of Cook County, State of Illinois, and promptly carry out its terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed

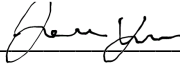
by themselves or by their duly authorized representatives:

Dated: 9/15/2021

By: 


Willard D. Richardson
Plaintiff and Class Representative

Dated: 9/14/2021

By: 

Jamie Yeomans
Plaintiff and Class Representative

Dated: 9/14/2021

By: 

John R. Habashy
LEXICON LAW, PC
633 W. 5th St., 28th Floor
Los Angeles, CA 90071

Scott D. Owens
SCOTT D. OWENS, P.A.
2750 N. 29th Ave.
Suite 209A
Hollywood, FL 33020


Keith J. Keogh
Michael Hilicki
KEOGH LAW, LTD
55 W. Monroe St., Suite 3390
Chicago, IL 60603

Counsel for Plaintiffs Richardson, Yeomans, and the Class

FILED DATE: 3/7/2023 12:00 AM 2021CH05392

Dated:
9/13/2021

By: IKEA NORTH AMERICA SERVICES, LLC

DocuSigned by:

FE456CD6388F4FB...

Name: Javier Quinones

Title: CEO IKEA US RETAIL LLC

DocuSigned by:


423DEB0376914DC...

Name: Mark Foutch

Title: VP

Dated:
9/13/2021

By: IKEA US RETAIL LLC

DocuSigned by:

FE456CD6388F4FB...

Name: Javier Quinones

Title: CEO IKEA US RETAIL LLC

DocuSigned by:

423DEB0376914DC...

Name: Mark Foutch

Title: VP

APPROVED AS TO FORM

Dated:

9/14/2021

By:



Claudia D. McCarron
Mullen Coughlin LLC
426 West Lancaster Avenue, Suite 200
Devon, PA 19333

*Counsel for Defendants IKEA North America Services, LLC
and IKEA US RETAIL LLC*

FILED DATE: 3/7/2023 12:00 AM 2021CH05392

APPENDIX 2

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

WILLARD D. RICHARDSON, and JAMIE)
YEOMANS, individually and on behalf of a)
class of other similarly situated individuals,)

Plaintiffs,)

v.)

IKEA NORTH AMERICA SERVICES,)
LLC, and IKEA U.S. RETAIL, LLC,)

Defendants.)

CASE NO.

CLASS ACTION

JURY TRIAL DEMANDED

**[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS,
GRANTING PRELIMINARY APPROVAL OF SETTLEMENT,
AND DIRECTING NOTICE TO THE CLASS**

THIS CAUSE came before the Court on February 22, 2022 and continued to March 9, 2022 upon Plaintiffs, Willard D. Richardson and Jamie Yeomans' ("Plaintiffs" or "Class Representatives"), Motion for Preliminary Approval of Class Action Settlement filed on February 14, 2022. Being fully advised, it is

ORDERED AND ADJUDGED as follows:

1. The Motion for Preliminary Approval of Class Action Settlement is **GRANTED** pursuant to Illinois Rules of Civil Procedure, and the terms of the Agreement¹ including all Exhibits thereto, attached to the Motion, are preliminarily **APPROVED**, subject to further

¹ All terms not defined herein shall have the same meaning as in the Motion for Preliminary Approval of Class Action Settlement and accompanying Exhibits.

consideration at the Final Approval Hearing provided for below. This Order incorporates the Agreement, including all Exhibits.

2. The terms of the Settlement Agreement and Release, dated September 15, 2021, including all Exhibits thereto (together, the “Agreement”), attached to the Motion for Preliminary Approval of Class Action Settlement, are hereby preliminarily approved, subject to further consideration thereof at the Final Approval Hearing provided for below. This Order incorporates herein, and makes a part hereof, the Agreement. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings herein.

3. The Court finds the Agreement was entered into between the Class Representatives, on behalf of themselves and the Settlement Class and IKEA North America Services, LLC and IKEA U.S. Retail, LLC (collectively the “Defendants” or “IKEA”) only after extensive arm’s-length negotiations by experienced counsel for the parties and following mediation efforts presided over by a professional mediator, the Honorable Edward A. Infante (ret.).

4. The Court finds that settlement embodied in the Agreement is sufficiently within the range of reasonableness so that notice of the settlement should be given as provided in this Order. In making this determination, the Court has considered the current posture of the litigation and the risks and benefits to the parties involved in both settlement of these claims and continuation of the litigation.

5. The Parties have suggested that if any settlement funds cannot be distributed due to uncashed settlement checks after a second distribution, those funds will be distributed to the Chicago Bar Foundation, a federally recognized 501(c)(3) organization that supports numerous Illinois legal aid organizations pursuant to the Illinois Equal Justice Act. 735 ILCS 5/2-807(a) and (b). The Parties selected the Chicago Bar Foundation during their negotiations without

knowledge of the assignment to Judge Conlon or her involvement with The Chicago Bar Foundation. The Court was not involved in the choice of the Chicago Bar Foundation and disclosed at the hearing that the Court sits on the Board. The draft notice informs the class that the Parties have suggested the Chicago Bar Foundation.

I. THE CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL.

1. The Settlement Class is defined as follows:

All persons in the United States who, between October 18, 2017 and December 31, 2019, engaged in one or more transactions using a debit card or credit card at any IKEA retail store within the United States, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s).

Excluded from the Settlement Class is any individual who properly opts out of the Settlement Class pursuant to the procedure described herein.

2. The Court makes the following determinations as to certification of the Settlement Class:

- (a) The Court preliminarily certifies the Settlement Class for purposes of settlement only, under 735 ILCS 5/2-801.
- (b) The Settlement Class is so numerous that joinder of all members is impracticable.
- (c) There are questions of law or fact common to the members of the Settlement Class.
- (d) Plaintiffs are capable of fairly and adequately protecting the interests of the members of the Settlement Class in connection with the Agreement and have no conflict with absent class members.
- (e) This Court recognizes the experience of Class Counsel Keith J. Keogh, Michael S. Hilicki, Scott D. Owens and John R. Habashy. Accordingly, the Settlement Class is adequately represented.
- (f) A class action is an appropriate method for the fair and efficient resolution of this lawsuit through settlement. The Settlement Class Members' claims

are based on the same material facts and assert claims under the same sections of the same law. Thus, class certification promotes judicial economy by resolving their common claims in one lawsuit instead of multiple lawsuits, it promotes fairness by ensuring consistent results, and it promotes justice by alerting all class members to the existence of their claims, and giving them the ability to resolve their claims without having to find their own counsel, file their own lawsuit, and endure the cost and rigors of litigation on their own.

II. NOTICE TO CLASS MEMBERS

1. The Court has considered the proposed forms of notice including the Summary Notice and the Full Notice for the Settlement Website, (attached as Exhibits 2 and 3 to the Agreement) and Settlement Claim Form (attached as Exhibit 5 to the Agreement), and finds that the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and 735 ILCS §5/2-803, are the best notice practicable under the circumstances, constitute adequate notice of the lawsuit and settlement to all persons entitled to the same. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice and Full Notice for the Settlement Website) and orders that notice be given in substantial conformity therewith except that notice will first be sent by mail rather than e-mail if a mailing address is available. The notice program shall be completed on or about 150 days after entry of this Order (the “Notice Deadline”). The costs of preparing, printing, publishing, mailing, and otherwise disseminating the notice shall be paid from the Settlement Fund in accordance with the Agreement.

2. The Court appoints KCC as Claims Administrator. Responsibilities of the Claims Administrator shall include the following:

- (a) arranging for distribution of the Class Notice and Settlement Claim Forms to Settlement Class Members;

- (b) making any mailings to Settlement Class Members required under the terms of the Agreement;
- (c) answering written and telephonic inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee;
- (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement;
- (e) establishing the Settlement Website that posts notices, Settlement Claim Forms, and other related documents;
- (f) receiving and processing Settlement Claim Forms from and distributing Settlement payments to Settlement Class Members;
- (g) paying from the Settlement Fund any fees and costs incurred or due to banks, credit card processing companies, or others for responding to subpoenas to locate or identify the Settlement Class Members; and
- (h) otherwise assisting with implementation and administration of the terms of the Agreement.

III. REQUEST FOR EXCLUSION FROM THE CLASS

1. A Settlement Class Member who wishes to be excluded from the Settlement Class shall mail a written Request for Exclusion to the Claims Administrator, so that it is postmarked no later than 60 days after Notice Deadline, which is October 5, 2022 (the “Opt-Out and Objection Deadline”), and shall clearly:

- (a) identify the case name and number;
- (b) identify the name, address, and telephone number of the Settlement Class Member;
- (c) be personally signed by the Settlement Class Member requesting exclusion; and
- (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be

excluded from the proposed Settlement Class in *Richardson et al. v. IKEA North America Services, LLC et al.*”

2. A Settlement Class Member who desires to opt out of the Settlement Class must take timely affirmative written action pursuant to this Order, even if he or she files or has filed a separate action against IKEA, provided that IKEA serves the Class Notice in that separate action upon counsel of record or if pro se, upon the plaintiff.

3. Any Settlement Class Member who does not properly and timely mail a Request for Exclusion as set forth above shall be automatically included in the Settlement Class, and shall be bound by all the terms and provisions of the Agreement, including the Release and the Order of Final Approval, whether or not such Settlement Class Member received actual notice or objected to the Class Settlement and whether or not such Settlement Class Member makes a claim upon or participates in the Class Settlement.

IV. OBJECTIONS

1. Objections must be received by the Opt-Out and Objection Deadline, which will be 60 days from the Notice Deadline, which is October 5, 2022. To be valid, the objection must include:

- (a) the case name and number;
- (b) the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel;
- (c) a description of the specific basis for each objection raised;
- (d) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) any documentation in support of such objection; and
- (f) the date of the purchase for which the Settlement Class Member received a receipt containing the violative debit or credit card numbers.

In addition, an objecting Settlement Class Member who does not complete and submit a Claim Form or a Publication Claim Form must provide, to the Claims Administrator, the first six (6) and last four (4) digits of the credit or debit card used to make the purchase. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Paragraph shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

V. PROOFS OF CLAIM

1. To effectuate the Agreement, Class Settlement, and the provisions of the Class Notice program, the Claims Administrator shall be responsible for the receipt of all Requests for Exclusion and Settlement Claim Forms. The Claims Administrator shall preserve, on paper or transferred into electronic format, all Requests for Exclusion, Settlement Claim Forms, and any and all other written communications from Settlement Class Members in response to the Class Notice for a period of three (3) years, or pursuant to further order of the Court. All written communications received by the Claims Administrator from Settlement Class Members relating to the Agreement shall be available at reasonable times for inspection and copying by Class Counsel and Counsel for IKEA, including prior to payments being mailed to each Settlement Class Member.

2. In order to be entitled to participate in the Class Settlement, if effectuated in accordance with all of the terms and conditions set forth in the Agreement, each Settlement Class Member shall take the following actions and be subject to the following requirements:

- (a) Submitting a properly executed Settlement Claim Form to the Claims Administrator on or before the Claims Deadline, which is 60 days after the

Notice Deadline. If such Settlement Claim Form is submitted by mail via the United States Postal Service to the address indicated in the Class Notice, it shall be deemed to have been submitted as of the date postmarked. If such Settlement Claim Form is transmitted in any manner other than the United States Postal Service, it shall be deemed to have been submitted on the date it is actually received by the Claims Administrator.

- (b) Except as provided herein, each completed Settlement Claim Form must contain the following information: (i) name; (ii) mailing address; (iii) phone number, which shall be optional; and (iv) email address to the extent that the Settlement Class Member has one. The website claim form will prepopulate this information as available for persons who first enter their claim ID, and will ask them to update or correct any information.
- (c) The Settlement Claim Form shall require each Settlement Class Member to verify they received at least one printed receipt at an IKEA retail location between October 18, 2017 and December 31, 2019 as well as verify the information he or she is providing is true and correct as of the date thereof to the best of his or her knowledge and belief.
- (d) Each Settlement Claim Form shall be submitted to and reviewed by the Claims Administrator, who shall make a recommendation to Class Counsel and counsel for IKEA about which claims should be allowed.
- (e) The Claims Administrator will notify each person who filed a Settlement Claim Form of any recommendation of disallowance, in whole or in part, of the Settlement Claim Form submitted by such person and will set forth the reasons for any such disallowance. Settlement Class Members shall be permitted a reasonable period of time to cure any deficiency with respect to their respective Settlement Claim Form or Publication Notice Claim Form that is identified. A copy of such notification shall also be sent by the Claims Administrator to Class Counsel and Counsel for IKEA.
- (f) Each Settlement Class Member who submits a Settlement Claim Form shall thereby expressly submit to the jurisdiction of the Court with respect to the claims submitted and shall, subject to final approval of the Agreement and

Class Settlement, be bound by all the terms and provisions of the Agreement.

VI. CONFIDENTIALITY

1. All Settlement Class Member information Defendant provides Class Counsel pursuant to the Settlement Agreement and Release, and all transaction, card account, or putative Settlement Class Member identifying or contact information Plaintiff subpoenas from any non-party, shall be treated as confidential, and not shared with anyone other than: (a) the Parties' counsel; (b) the Claims Administrator; or (c) the Court, except that Class Counsel may also share that information with any bank, card processing entity, or other third party to facilitate the process of identifying or locating class members. If any information described in this paragraph is filed with the Court, it shall be filed under seal. All such information shall be destroyed no later than thirty days after the final distribution of funds under the settlement.

2. The Court hereby determines the production of bank customer name, contact information, transaction information, account information, or other information Class Counsel subpoenas for the purpose of identifying or locating Settlement Class Members is necessary to facilitate the giving of notice of the settlement to the Settlement Class. Accordingly, to facilitate the production of that information, and avoid delay and unnecessary cost, and because the process is being supervised by the Court, Plaintiff and Class Counsel, and each subpoenaed entity, are excused from complying with any law that purports to restrict the production of such information or imposes any requirement that notice be given to Settlement Class Members before such information is produced. Likewise, the Court hereby directs each subpoenaed bank, credit union, credit or debit card processor, and other entity to comply with the subpoena to the extent such a directive is a pre-condition for compliance under any law or otherwise needed to comply with the subpoena, and hereby grants the complying entity permission to produce the subpoenaed

information to Class Counsel or the Claims Administrator. The bank, credit union, credit or debit card processing entity, or other entity that produces subpoenaed information shall not be held liable to any individual for complying with the subpoena. If the bank, credit union, credit or debit card processing entity, or other entity complying with the subpoena wishes to seek reimbursement for any reasonable cost incurred in connection with the same, after compliance with the subpoena the entity shall promptly provide a reasonably detailed invoice for the claimed costs to Class Counsel for submission to the Court for consideration at the Fairness Hearing.

VII. FINAL APPROVAL HEARING

1. A hearing on final settlement approval (the “Final Approval Hearing”) will be held on December 9, 2022, at 10:30 a.m. before this Court in person at Richard J Daley Center, 50 W Washington St, Chicago, IL 60602, in Room 2408 unless otherwise ordered at which time any new date or Zoom options will be posted to the Settlement Website. At the hearing, the Court will consider, *inter alia*, the following:
 - (a) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement pursuant to the applicable Rules of Civil Procedure, applicable law, and other procedural rules or and requirements; and
 - (b) entering the Order of Final Approval.
2. By the Notice Deadline, Class Counsel shall file with the Court any Fee Petition as well as any request by Plaintiffs for incentive awards.
3. At least 14 days before the Final Approval Hearing, Class Counsel shall file with the Court any memoranda or other materials in support of final approval of the Agreement and Class Settlement.

4. Any Settlement Class Member who has not filed a Request for Exclusion in the manner set forth above and who also has timely filed an objection may appear at the Final Approval Hearing in person or by counsel and may be heard to the extent allowed by the Court. However, no person shall be heard in opposition to the Agreement and Class Settlement, or the Fee Petition, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless that person files such papers and briefs with the Court and serves them upon counsel listed below by the Opt-Out and Objection Deadline. Settlement Class Members who object in the manner and by the dates provided herein and in accordance with section IV above shall be subject to the jurisdiction of this Court. Settlement Class Members who fail to object in the manner and by the dates provided herein and in accordance with section IV above shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

5. Counsel for the Parties who must be served with all documentation described above are as follows:

Counsel for the Settlement Class:

Keith J. Keogh
Michael S. Hilicki
Keogh Law LTD
55 W. Monroe St., Suite 3390
Chicago, IL 60603

Scott D. Owens, Esq.
Scott D. Owens, P.A.
2750 N. 29th Ave., Ste. 209A
Hollywood, Florida 33020

John R. Habashy
Lexicon Law, PC
633 W. 5th St., 28th Floor
Los Angeles, California 90071

Counsel for Defendants

Claudia D. McCarron
Mullen Coughlin LLC
426 W. Lancaster Ave., Suite 200
Devon, PA 19333

James J. Sipchen
Pretzel & Stouffer, Chartered
One S. Wacker Drive, Suite 2500
Chicago, IL 60606

6. Any Settlement Class Member may hire an attorney at his or her or its own expense to appear in the action. Such attorney shall serve a Notice of Appearance on the Counsel listed above, and file it with the Court, within 60 days after the Notice Deadline.

7. The date and time of the Final Approval Hearing shall be set forth in the Summary Notice, Full Notice, and the Settlement Website, but shall be subject to adjournment by the Court without further notice to the Settlement Class Members other than that which may be posted at the Court, on the Court's website, and/or the Settlement Website to be established pursuant to the Class Notice program.

8. Pending Final Approval, all Settlement Class Members are hereby preliminarily enjoined from, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Settlement Class), from:

- (a) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and
- (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future

action or proceeding) based on any of the Released Claims or the facts and circumstances relating thereto.

9. Upon Final Approval, all Settlement Class Members who do not file a timely Request for Exclusion shall be deemed to have forever released any and all of the Released Claims against any of the Defendant Releasees as described in the Agreement, including, but not limited to, all claims that relate to or arise from printing too much information on any receipts at an IKEA retail location during the settlement class period, including, but not limited to, any claims under FACTA, for a violation of any consumer protection statutes, or regarding identity theft or the risk of identity theft. In addition, upon Final Approval, all such Settlement Class Members shall be forever enjoined and barred from asserting any of the Released Claims against any of the Defendant Releasees.

VIII. OTHER PROVISIONS

1. Upon Final Approval, each and every term and provision of the Agreement (except as may be modified by the Final Approval Order) shall be deemed incorporated into the Final Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

2. This Order shall become null and void, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before this Court entered this Order, if the proposed Settlement is not finally approved by the Court, or does not become Final (as defined in the Agreement), pursuant to the terms of the Agreement. In such event, and except as provided therein, the proposed Settlement and Agreement shall become null and void and be of no further force and effect; the preliminary certification of the Settlement Class for settlement purposes shall be automatically vacated; neither the Agreement nor this Order shall be used or referred to for any purpose whatsoever, provided however, provisions of the Agreement

intended to survive in the event the settlement is not approved shall remain in effect, including but not limited to Section III.A of the Agreement; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose.

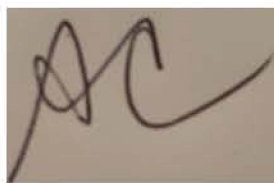
3. This Order shall be of no force and effect if the Settlement does not become Final and shall not be construed or used as an admission, concession, or declaration by or against IKEA of any fault, wrongdoing, breach, or liability, or by or against Plaintiffs, Settlement Class Members that their claims lack merit or that the relief requested in the Complaint in this action is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or arguments it may have.

4. The following summarize the deadlines stated above for issuing notice and submitting claims and objections:

August 8, 2022	Deadline for notice of the Settlement to be sent to the Settlement Class Members (Notice Deadline)
August 8, 2022	Plaintiffs to file attorney fee petition

<p>October 5 , 2022</p>	<p>Deadline for Settlement Class Members to request exclusion or file objections (Opt-Out and Objection Deadline)</p>
<p>October 5, 2022</p>	<p>Deadline for Settlement Class Members to submit a Settlement Claim Form (Claim Deadline)</p>
<p>November 28, 2022</p>	<p>Deadline for Parties to file the following: (1) List of persons who made timely and proper Requests for Exclusion (under seal); (2) Proof of Class Notice; and (3) Motion and memorandum in support of final approval, including responses to any objections.</p>
<p>December 9, 2022 at 10:30 a.m.</p>	<p>Final Approval Hearing</p>

DONE and ORDERED in _____, this _____ day of _____, 2022.



Hon. Alison C. Conlon

Judge Alison C. Conlon

MAR 11 2022

Circuit Court – 2140

APPENDIX 3

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

WILLARD D. RICHARDSON, and
JAMIE YEOMANS, individually and on
behalf of a class of other similarly situated
individuals

Plaintiffs,

CASE NO. 2021CH05392

v.

IKEA NORTH AMERICA SERVICES, LLC
and IKEA U.S. RETAIL, LLC,

Defendants.

**ORDER EXTENDING TIME TO COMPLETE CLASS NOTICE
AND AMENDING PRELIMINARY APPROVAL ORDER**

THIS CAUSE came before the Court on December 5, 2022, upon Plaintiffs' ore tenus Motion to Extend Due Date to Send Notice of Settlement to Class Members and Reset Fairness Hearing Date. The Court, having reviewed and considered the request, and being otherwise fully advised, and good cause appearing, **HEREBY ORDERS THE FOLLOWING**: The extension is **GRANTED**, and the deadlines of the Preliminary Order entered on March 11, 2022 are extended as follows:

March 6, 2023	Deadline for notice of the Settlement to be sent to the Settlement Class Members (Notice Deadline)
March 6, 2023	Plaintiffs to file attorney fee petition
May 4, 2023	Deadline for Settlement Class Members to request exclusion or file objections (Opt-Out and Objection Deadline)
May 4, 2023	Deadline for Settlement Class Members to submit a Settlement Claim Form (Claim Deadline)

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P 4606

June 29, 2023	Deadline for Parties to file the following: (1) List of persons who made timely and proper Requests for Exclusion (under seal); (2) Proof of Class Notice (3) Motion and memorandum in support of final approval, including responses to any objections.
July 28, 2023 at 10:30 a.m.	Final Approval Hearing 6299

DONE and ORDERED

Judge Alison C. Conlon

s/Alison C. Conlon DEC 06 2022

Circuit Court – 2140

Hon. Alison C. Conlon

APPENDIX 4

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

WILLARD D. RICHARDSON, and JAMIE YEOMANS, individually and on behalf of others similarly situated,)	
)	
Plaintiff,)	Case No.: 2021CH05392
v.)	
)	
IKEA NORTH AMERICA SERVICES., LLC and IKEA U.S. RETAIL, LLC,)	
)	
Defendant.)	

DECLARATION OF SCOTT D. OWENS, ESQ.

I, Scott D. Owens, declare under penalty of perjury, as provided for under 735 ILCS 5/1-109, that the following statements are true:

1. I am an attorney and the owner of a law firm which operates under the name Scott D. Owens, P.A. I am one of the attorneys representing Plaintiffs, Willard D. Richardson and Jamie Yeomans, (“Plaintiffs” or “Class Representatives”) and the Class in this matter.

2. I am currently a member in good standing of the bars of the following courts:

Court	Date Admitted
State of Florida	October 2, 2002
United States District Court Southern District of Florida	October 10, 2008
United States District Court Middle District of Florida	June 23, 2009
Eleventh Circuit Court of Appeals	April 30, 2012
United States District Court Eastern District of Michigan	January 9, 2014

Sixth Circuit Court of Appeals	May 20, 2015
United States District Court Northern District of Florida	February 12, 2019

3. I am a 2000 graduate of the New England School of Law. After a short time working in a debt collection law firm, I began to represent persons in consumer rights litigation, both in State and Federal Court; currently, 100% percent of my workload consists of consumer protection litigation, which includes claims brought under FACTA. Since 2007, I have been an active member of the National Association of Consumer Advocates (NACA).

4. My federal litigation practice was featured in the *Daily Business Review* on June 15, 2009 in an article entitled “Federal Law Used Against Abusive Debt Collectors.”

5. I was Featured Guest Speaker at the request of the Miami-Dade Consumer Services Department during *National Consumer Protection Week* on March 11, 2011.

6. I instructed a CLE seminar for Legal Services of Greater Miami, Inc., dealing with consumer protection (May 2011).

7. I conducted a CLE on the topic of consumer protection at Florida International University (June 2012).

8. I was invited by the Consumer Protection Law Committee to be a guest speaker at the Florida Bar’s Annual Convention to be held in Orlando, Florida (June 25-28, 2014).

9. I regularly attend legal seminars hosted by the National Consumer Law Center (NCLC), including the following:

*National Consumer Law Center, Annual Consumer Rights Litigation Conference (2008-2020)*¹

National Consumer Law Center, Fair Debt Collection Training Conference (2009-2010, 2014-2017, 2019)

National Association of Consumer Advocates, Fair Credit Reporting Act Conference (2009)

10. Of the aforesaid legal conferences, I have attended at least five intensive full-day seminars which have dealt exclusively with class action litigation; I am familiar with the ethical and professional guidelines governing class action litigation.

11. I am generally regarded by my peers as one of the leading authorities in the State of Florida with respect to the Fair and Accurate Credit Transactions Act (FACTA).

12. I have been named as lead or co-lead counsel in the following successful FACTA class actions:

Legg v. E Z Rent-A-Car, No. 14-cv-01716-PGB-DAB (M.D. Fla. Filed Oct. 22, 2014) (\$600,000 settlement);

Legg v. Laboratory Corporation of America Holdings, No. 14-61543-CIV (S.D. Fla. Filed July 6, 2014) (\$11 million-dollar common fund settlement);

Legg v. Spirit Airlines, Inc., No. 14-cv-61978 (S.D. Fla. Filed Aug. 29, 2014) (\$7.5 million-dollar common fund settlement);

Wood v. J Choo USA, Inc., No. 15-CV-81487 (S.D. Fla. Filed Oct. 27, 2015) (\$2.5 million-dollar common fund settlement);

Guarisma v. Microsoft, Inc., No. 15-CV-24326 (S.D. Fla. Filed Nov. 20, 2015) (\$1.2 million-dollar common fund settlement);

¹ I served as the co-chairperson at the 2014 annual conference.

Flaum v. Doctors Associates, Inc., No. 16-CV-61198 (S.D. Fla. Filed June 6, 2016) (\$30.9 million-dollar common fund settlement);

Guarisma v. Alpargatas, Inc., No. 18-CV-24351 (S.D. Fla. Filed Oct. 19, 2018) (\$2 million-dollar common fund settlement);

Diaz v. Chapters Health System, Inc., 18-CV-03052 (M.D. Fla. Filed Dec. 19, 2018) (\$1.3 million-dollar common fund settlement);

Donahue v. Everi Payments, Inc., et al., No. 2018-CH-15419 (Cook County Cir. Ct. Filed Dec. 12, 2018) (\$14 million-dollar common fund settlement);

Escobar v. Major League Baseball, et. al., No. 18STCV02491 (Los Angeles County Sup. Ct. Filed Oct. 26, 2018 (preliminary approval of \$850,000 common fund settlement).

13. I was also appointed joint interim lead counsel in the Southern District of Florida TCPA class action lawsuit, *Soto v. Gallup, Inc.*, No. 0:13-cv-61747-RSR wherein Judge Robin S. Rosenbaum stated that “**Scott D. Owens has vast experience in the area of consumer protection litigation...**” (emphasis added); I was later appointed co-lead counsel after the case was later certified (\$12 million-dollar common fund settlement).

14. Other notable cases wherein I have been named class counsel include: *Hossfeld v. Compass Bank*, No. 16-cv-02017 (N.D. Ala. Filed Dec. 15, 2016); *Alderman v. GC Services, LP*, No. 16-cv-14508 (S.D. Fla. Filed Nov. 14, 2016); *Martinez v. Medicredit*, No. 16-cv-01138 (E.D. Mo. Filed July 13, 2016); *Mohammed v. Off Lease Only, Inc.*, No. 15-cv-23352 (S.D. Fla. Filed Sept. 4, 2015); *Barr v. Harvard Drug Group, LLC*, No. 13-cv-62019 (S.D. Fla. Filed Sept. 17, 2013); *Barr v. International Dental Supply, Inc.*, No. 13-cv-61981 (S.D. Fla. Filed Sept. 11, 2013); *De Los Santos v. Millward Brown, Inc.*, No. 13-cv-80670 (S.D. Fla. Filed July 9, 2013); *Guarisma v. Adcahb Medical Coverages, Inc.*, No. 13-cv-21016 (S.D. Fla. Filed Mar. 21, 2013); *Wojcik v. Buffalo Bills, Inc.*, No. 12-cv-02414 (M.D. Fla. Filed Oct. 25,

2012); *Benzion v. Vivint, Inc.*, No. 12-cv-61826 (S.D. Fla. Filed Sept. 17, 2012); *Collins v. Erin Capital Management, LLC*, No. 12-cv-22839 (S.D. Fla. Filed Aug. 4, 2012); *Keim v. ADF Companies, et. al.*, No. 12-cv-80577 (S.D. Fla. Filed May 27, 2012); *Rigney v. Livingston Financial, LLC*, No. 15-cv-00617 (M.D. Fla. Filed Apr. 23, 2012); *Carrero v. LVNV Funding, LLC*, No. 11-cv-62439 (S.D. Fla. Filed Nov. 14, 2011); *Matute v. Main Street Acquisitions Corp.*, No. 11-cv-62375 (S.D. Fla. Filed Nov. 4, 2011).

15. My investigation as class counsel regarding Plaintiffs' claims has included extensive discussions with Plaintiffs regarding their claims and a review of several Court opinions. My office also conducted research on the significant issues involved in this litigation.

16. This case was originally filed in Superior Court of Los Angeles County, and the complaint was amended twice to, inter alia, add Jamie Yeomans as named plaintiff. While the case pending before the California court, Plaintiffs promptly proceeded to serve Defendants with interrogatories, requests for admission, and document requests.

17. IKEA did not serve formal discovery responses but agreed to informally provide class data in preparation for a formal mediation. Accordingly, on October 5, 2020, the Parties participated in a formal confidential mediation session with the mediator in Los Angeles, California. The Parties were unable to reach a settlement at that time but took part in a second mediation session with mediator Hon. Infante (Ret.) at which time the Parties reached an agreement in principle.

18. In the following months, the Plaintiffs and Class Counsel conducted several conferrals with IKEA and its counsel until the Parties were able to enter into a binding

settlement term sheet. Only on or about September 15, 2021, after spending substantial time negotiating the terms of the formal settlement agreement, including the proposed class notices, claim form, and orders that would be submitted to the Court for approval, the parties executed the Settlement.

19. Throughout the pendency of this Action, dating back to its original filing in the State of California, Superior Court of Los Angeles County, Case No. 19STCV37280, on October 18, 2019, I have remained confident in the strength of the claims alleged. Regardless, I recognize that litigation is inherently unpredictable, and that success at trial is never guaranteed. In recognition of these uncertainties, we negotiated the Settlement in this matter.

20. Class Counsel has developed an ample foundation upon which to evaluate the Settlement. In my opinion, given the risks of continued litigation weighed against the benefit to the class, this Settlement is fair and reasonable. The Settlement provides a significant monetary recovery for the class and will act as a strong deterrent to future violations of FACTA. The Settlement is also one of the largest all-cash settlements in FACTA history.

21. The Parties agreed that it would be in the best interest of the Settlement Class to refile the lawsuit in Cook County for purposes of settlement approval and administration because FACTA class action settlements (including several filed by Class Counsel) have, of late, been the target of professional objectors, who object to the settlement to try to negotiate a payout to go away and, when rebuffed, threaten to destroy the settlement for the entire class by attacking the plaintiff's standing to bring the lawsuit. Thus, the Settlement included a clause that the California case be stayed, and Plaintiffs

would refile their case in the Circuit Court of Cook County, Illinois for settlement purposes only. On October 21, 2021, the Plaintiffs refiled the lawsuit in this Court and the California case was stayed on September 12, 2022.

22. Subsequently to the refiling of the complaint in this Court, IKEA filed its answer in the present case, while Class Counsel prepared a detailed motion to certify the class and grant preliminary approval, which the Court granted on March 11, 2022.

23. Thereafter, because IKEA did not have the names and addresses of many class members, Class Counsel had to embark on a lengthy campaign that took approximately eleven months to identify and obtain class member contact information from third parties.

24. This involved analyzing and working with the raw transaction data from IKEA (which contained data for millions of transactions) and then using the data to subpoena IKEA's processing company and nearly fifty banks that issued class members' credit and debit cards, including Bank of America, American Express, Capital One, Chase, Citibank, and others. Class counsel and their paralegal staff regularly spoke and corresponded with the subpoenaed parties and their counsel to discuss the subpoenas, or the information sought, negotiate solutions to their objections, try to help resolve their issues with searching for or finding the subpoenaed information.

25. The process of identifying and locating class members also required Class Counsel to keep track of the responses and status of production by each subpoenaed bank, work with the Claims Administrator to evaluate and address any issues with the bank data produced, and to prepare several motions to compel and proposed orders to facilitate the

production of the subpoenaed information, or obtain additional time to gather the information to accommodate the subpoenaed parties' needs.

26. Class Counsel, including my firm, spent also substantial time to address Walgreen Co.'s ("Walgreens") petition to intervene and prepare response and sur-reply briefs on a novel issue, i.e., a third-party petition to intervene on the sole basis that the it was a defendant in a similar case.

27. Moreover, in light of Walgreens's petition, one of the subpoenaed financial institutions, Citizens Financial Group, Inc. ("Citizens"), filed a petition to intervene and a motion to quash the subpoena claiming the subpoena was premature based on Walgreens's petition. This too caused Class Counsel, including my firm, to spend substantial time resolving this dispute to overcome the motion to quash and obtain the class members contact information from Citizens.

28. My firm expended \$13,211.71 in reimbursable, out-of-pocket costs litigating this matter, itemized as follows:

Expense	Amount
First Mediation -Mediator's fee	\$3,975.00
Second Mediation -Mediator's fee	\$4,087.50
Navy Federal Bank Subpoena (Virginia Subpoena)	\$479.82
Comenity Bank Subpoena (Delaware Subpoena)	\$281.44
Wilmington Trust Subpoena (Delaware Subpoena)	\$281.44

Fifth Third Bank Subpoena	\$84.77
Synchrony Bank Subpoena	\$281.5
American Express Subpoena	\$116.55
Navy Federal Credit Union Subpoena	\$92.91
Bank of America Subpoena	\$105.31
Wells Fargo Bank Subpoena	\$140.87
Goldman Sachs Bank USA Subpoena	\$41.22
Golden 1 Credit Union Subpoena	\$46.95
First National Bank of Omaha Subpoena	\$41.22
Credit One Bank Subpoena	\$46.95
Ally Bank Subpoena	\$46.95
America First Credit Unio Subpoena n	\$46.95
Bancorp Bank Subpoena	\$34.17
Citibank NA Subpoena	\$137.79
Bank of West Subpoena	\$46.75
Barclays Bank Delaware Subpoena	\$34.17
BMO Harris Bank Subpoena	\$41.22
Boeing Employees Credit Union Subpoena	\$46.95

Bryn Mawr Trust Bank Subpoena	\$34.17
Comerica Bank Subpoena	\$41.22
Costco Wholesale Subpoena	\$46.95
MUFG Union Bank Subpoena	\$46.95
Metabank N.A. Subpoena	\$46.00
Key Bank N.A Subpoena.	\$60.72
Huntington National Bank Subpoena	\$34.17
HSBC Bank USA Subpoena	\$41.22
Commerce Bank Subpoena	\$41.65
TD Bank Subpoena	\$34.17
Capitol One Subpoena	\$34.17
USAA Savings Bank Subpoena	\$41.22
JP Morgan Chase Bank, N.A. Subpoena	135.49
US Bank, N.A. Subpoena	\$46.00
Truist Bank Subpoena	\$34.17
Tompkins Vist Bank Subpoena	\$41.22
Sutton Bank Subpoena	\$44.20
State Employees Credit Union Subpoena	\$34.17

SchoolsFirst Credit Union Subpoena	\$46.95
Santander Bank, N.A. Subpoena	\$41.22
Regions Bank Subpoena	\$34.17
RBS Citizens N.A. Subpoena	\$41.22
Corporation Brooks Federal Credit Union Subpoena	\$34.17
PNC Bank, N.A. Subpoena	\$34.17
Discover Bank Subpoena	\$46.95
Case Anywhere	\$1,556.60
ARDC Registration	\$250.00
TOTAL:	\$ 13,461.71

Executed at Hollywood, Florida, on Monday, March 6, 2023.

s/ Scott D. Owens
Scott D. Owens, Esq.



2750 N. 29th Ave., Suite 209A
Hollywood, Florida 33020
Telephone: 954-589-0588
Facsimile: 954-337-0666
scott@scottdowens.com

APPENDIX 5

of Indiana, District of Colorado, Middle District of Florida, Southern District of Florida, the Illinois State Bar, and the Florida State Bar, as well as several bar associations and the National Association of Consumer Advocates.

4. Keogh Law has regularly engaged in major complex class action litigation, including, in addition to the experience detailed further below, class actions involving FACTA. Indeed, my firm served as class counsel in four of the largest all-cash FACTA class settlements in history, including the \$30.9 million settlement in *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla. Mar. 11, 2019), which I understand to be the largest all-cash FACTA settlement in history. The others include *Martin v. Safeway, Inc.*, 2020 CH 5480 (Cir. Ct. Cook Cnty., Ill.) (\$20,000,000 common fund); *Legg v. Laboratory Corporation of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla. Feb. 18, 2016) (\$11 million); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla. Aug. 2, 2016) (\$7.5 million); and *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021) (\$6.3 million).

5. If approved, it is my understanding the settlement in this case would be the second largest all-cash class settlement in FACTA history.

6. Other successful FACTA cases in which our firm has served as class counsel include *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Cnty., May 24, 2021); *Muransky et al. v. The Cheesecake Factory*, No. 19-STCV-043875 (Sup. Ct. LA Cty., final approval pending); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla., Oct. 27, 2017); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008); *Harris v. Best Buy Co.*, 254 F.R.D. 82 (N.D. Ill. 2008); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008); *Harris v. Circuit*

City Stores, Inc., No. 07 C 2512, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. Feb. 7, 2008); and *Pacer v Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008).

7. The settlement in this case is the product of a thorough vetting of the law and facts, and evaluation of the strengths and weaknesses of the parties' respective positions, and our extensive experience in FACTA class actions.

8. In order to prosecute this matter, my firm has incurred \$273.55 in out-of-pocket expenses, detailed below, which I believe were reasonable and necessary for the prosecution of this case:

Date	Description	Amount
10/21/2021	Complaint Filing Fee	\$617.85
1/30/2023	Transcript of 12.5.22 Hearing	\$80.00
11/1/2022	Transcript of the 11.1.22 Hearing	\$193.55
		\$891.40 Total Expenses

Additional Experience

9. In addition to my firm's FACTA experience above, my firm also was class counsel in two of the largest Telephone Consumer Protection Act ("TCPA") settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (\$45 million settlement) and *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel) (\$75 million settlement).

10. The firm was lead or class counsel in the following class settlements: *Breda v. Cellco Partnership, et al.*, 16-cv-11512-DJC (D. Mass. Nov. 18, 2021) (TCPA) (preliminary approval); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Sept. 17, 2021) (TCPA) (preliminary approval); *Braver v. Northstar Alarm Services, LLC*, No. 5:17-cv-00383-F (W.D. Okla. Nov. 3, 2020) (TCPA); *Goel v. Stonebridge of Arlington Heights, et al.*,

2018 CH 11015 (Cir. Ct. Cook Cty. Jun. 8, 2020); *Cook v. Wal-Mart Stores, Inc., et al.*, No. 3:16-cv-673-BRD-JRK (M.D. Fla. Jun. 4, 2020) (TCPA); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo. May 18, 2020) (TCPA); *Keim v. ADF MidAtlantic, LLC*, 2018 U.S. Dist. LEXIS 204548 (S.D. Fla. Mar. 20, 2020) (TCPA); *Hennessy, et al. v. Mid-America Apartment Communities, Inc., et al.*, 4:17-cv-00872-BCW (W.D. Mo. Aug. 8, 2019); *Detter v. KeyBank, N.A.*, No. 1616-cv10036 (Jackson Cty., Mo. July 12, 2019) (FCRA); *Leung v XPO Logistics, Inc.*, 15 CV 03877 (N.D. Ill. 2018) (TCPA); *Martinez v. Medcredit*, 4:16CV01138 ERW (E.D. Mo. 2018) (TCPA); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018) (FCRA); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al*, 15-CV-02419-PGS-LHG (D. N.J. 2018)(TCPA); *Legg v. Am. Eagle Outfitters*, 2017 U.S. Dist. LEXIS 147645 (S.D.N.Y. Sept. 8, 2017), *aff'd* 923 F.3d 85 (2d Cir. 2019) (TCPA); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty. Sept. 14, 2017); *Tripp v. Berman & Rabin, P.A.*, 2017 U.S. Dist. LEXIS 3971 (D. Kan. Jan. 9, 2017); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga.) (TCPA); *Ossola v Amex* 1:13-cv-04836 (N.D. Ill. 2016) (TCPA); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.) (TCPA); *Prather v Wells Fargo*, 15-CV-04231-SCJ (ND. Ga) (TCPA); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.) (TCPA); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS; *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fla.) (TCPA); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill. Judge Pallmeyer) (TCPA); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fl.) (TCPA); *Thomas v Bacgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Lopera v RMS*, 12-c-9649 (N.D. Ill. Judge Wood); *Kubacki v Peapod*, 13-cv-729 (N.D. Ill. Judge Mason); *Wojcik*

v. Buffalo Bills, Inc., 8:12 CV 2414-SDM-TBM (M.D. Fla. Judge Merryday) (TCPA); *Curnal v. LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014) (Unlicensed debt collector under KS law); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (TCPA) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Ill. Judge Berrones) (TCPA); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA class); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall) (TCPA); *Saf-T-Gard v TSI*, 10-c-7671, (N.D. Ill. Judge Rowland) (TCPA); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill. Judge Keys) (TCPA); *Iverson v Rick Levin & Associates*, 08 CH 42955 Circuit Court Cook County (Judge Cohen) (TCPA); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo) (TCPA); *Jones v. Furniture Bargains, LLC*, 09 C 1070 (N.D. Ill) (FLSA collective action); *Saf-T-Gard v Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead) (TCPA); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschell); *Pacer v. Roehenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613, Circuit Court Cook County (Judge McGann) (TCPA); *Whiting v. SunGard*, 03 CH 21135, Circuit Court Cook County (Judge McGann) (TCPA); *Whiting v. GolIndustry*, 03 CH 21136, Circuit Court Cook County (Judge McGann) (TCPA).

11. In addition, I was the attorney primarily responsible for the following class settlements: *Wollert v. Client Services*, 2000 U.S. Dist. LEXIS 6485 (N.D. Ill. 2000); *Rentas v. Vacation Break USA*, 98 CH 2782, Circuit Court of Cook County (Judge Billik); *McDonald v. Washington Mutual Bank*, *supra*; *Wright v. Bank One Credit Corp.*, 99 C 7124 (N.D. Ill. Judge Guzman); *Arriaga v. Columbia Mortgage*, 01 C 2509 (N.D. Ill. Judge Lindberg); *Frazier v. Provident Mortgage*, 00 C 5464 (N.D. Ill. Judge Coar); *Largosa v. Universal Lenders*, 99 C 5049

(N.D. Ill. Judge Leinenweber); *Arriaga v. GNMortgage*, (N.D. Ill. Judge Holderman); *Williams v. Mercantile Mortgage*, 00 C 6441 (N.D. Ill. Judge Pallmeyer); *Reid v. First American Title*, 00 C 4000 (N.D. Ill. Magistrate Judge Ashman); *Fabricant v. Old Kent*, 99 C 6846 (N.D. Ill. Magistrate Judge Bobrick); *Mendelovits v. Sears*, 99 C 4730 (N.D. Ill. Magistrate Judge Brown); *Leon v. Washington Mutual*, 01 C 1645 (N.D. Ill. Judge Alesia).

12. Keogh Law was appointed class counsel in *Keim v. ADF MidAtlantic, LLC*, 328 F.R.D. 668 (S.D. Fla. 2018) (TCPA); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018) (TCPA); *Braver v. Northstar Alarm Services, LLC*, 329 F.R.D. 320 (W.D. Okla. 2018) (TCPA); *Altman v. White House Black Mkt., Inc.*, 2017 U.S. Dist. LEXIS 221939 (N.D. Ga. Oct. 25, 2017), *aff'd*, 2018 U.S. Dist. LEXIS 169828 (N.D. Ga. Feb. 12, 2018) (FACTA); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *In Re Convergent Outsourcing, Inc. Tel. Cons. Prot. Act Litig.*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA); *Smith v Greystone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D. Ill. 2008)(Co-Lead Counsel for FACTA class); *Harris v. Best Buy Co.*, 07 C 2559,2008 U.S. Dist. LEXIS 22166 (N.D. Ill. Mar. 20, 2008) (FACTA); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D. Ill. 2008)(FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D. Ill. 2008) (FACTA); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596 (N.D. Ill. 2008) (FACTA); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008) (FACTA).

13. Some reported cases of the firm involving consumer protection include: *Breda v. Cellco P'ship*, 934 F.3d 1 (1st Cir. 2019); *Evans v. Portfolio Recovery Assocs.*, 889 F.3d 337 (7th Cir. 2018); *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Smith v. Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v Absolute Collection Agency*, 741 F.3d 487 (4th 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012); *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011); *Gburek v. Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services* consolidated with *Killingsworth v. HSBC Bank Nev., NA.*, 507 F.3d 614, 617 (7th Cir. 2007), *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F.3d 623 (7th Cir. 2001); *Demitro v. GMAC*, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS 18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N.D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006);

Eromon v. GrandAuto Sales, Inc., 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d 809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

14. I has argued before the First, Fifth, Seventh, Eleventh Circuits, the First District of Illinois and the Judicial Panel on Multi-District Litigation in various cases including *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v GMACM* (7th Cir. 2010); *Gburek v. Litton Loan Servicing* (7th Cir. 2009); *Sawyer v Esurance* (7th Cir. 2007), *Echevarria, et al. v. Chicago Title and Trust Co.* (7th Cir. 2001); *Morris v Bob Watson*, (1st. Dist. 2009); *Iverson v. Gold Coast Motors Inc.*, (1st. Dist. 2009); *Demitro v. GMAC* (1st Dist. 2008), *Hill v. St. Paul Bank* (1st Dist. 2002), and *In Re: Sears, Roebuck & Company Debt Redemption Agreements Litigation* (MDL Docket No. 1389). *Echevarria* was part of a group of several cases that resulted in a nine million dollar settlement with Chicago Title.

15. My published works include co-authoring and co-editing the 1997 supplement to *Lane's Goldstein Trial Practice Guide* and *Lane's Medical Litigation Guide*.

16. I have lectured extensively on consumer litigation, including extensively on class actions and the TCPA. For example, he:

- a. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.
- b. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- c. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- d. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- e. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.
- f. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- g. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- h. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- i. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- j. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled "Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters."

- k. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- l. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.
- n. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- o. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.
- p. Speaker at the Social Security Administration's Chicago office in August 2013 on a presentation on identity theft, which included consumers' rights under the Fair Credit Reporting Act.
- q. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled "The Shifting Landscape of Class Litigation" as well as for the March 20, 2013 Strafford CLE webinar titled "Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology."
- r. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic "Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action."

- s. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- t. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- u. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- v. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- w. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the same 2011 National Consumer Law Center conference for a double session titled ABC's of Class Actions.
- x. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- y. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- z. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: "Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty."

17. I was selected as an Illinois Super Lawyer in 2014-2021 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013 and my cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.

Timothy J. Sostrin

18. Timothy J. Sostrin is a partner with the firm joining in 2011. He is a member in good standing of the Illinois bar, the U.S. District Court District of Colorado, U.S. District Court Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

19. Timothy J. Sostrin has zealously represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law. Some of Tim's representative cases include: *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (argued); *Leeb v. Nationwide Credit Co.*, 806 F.3d 895 (7th Cir. 2015) (argued); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)(granting class certification); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting class certification); *Jelinek v. The Kroger Co.*, 2013 U.S. Dist. LEXIS 53389 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Hanson v. Experian Information Solutions, Inc.*, 2012 U.S. Dist. LEXIS 11450 (N.D. Ill. January 27, 2012) (denying defendant's motion for summary judgment); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013) (denying defendant's motion to dismiss); *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to

dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associate*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Sengenberger v. Credit Control Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim);

20. Tim is a member of the National Association of Consumer Advocates and ISBA. He received his Juris Doctorate, *cum laude*, from Tulane University Law School in 2006.

Michael S. Hilicki

21. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his approximately 25-year legal career helping consumers and workers subjected to unfair and deceptive business practices, and unpaid wage practices. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection Act, Fair Labor Standards Act and the Illinois Wage & Hour Law. He is experienced in all aspects of consumer and wage litigation, including arbitrations, trials and appeals.

22. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Muransky v. Godiva Chocolatier, Inc.*, No. 2020 CH 7156 (Cir. Ct. Cook Cnty. May 13, 2021); *Altman v. White House Black Market, Inc.*, No. 21-A-735 (Cobb Cnty., Ga., Dec. 9, 2021); *Iverson v. Advanced Disposal Servs., Inc.*, No. 18-CV-00867-BJD-JBT (M.D. Fla. Sept. 17, 2021) (final approval pending); *Guarisma v. Alpargatas USA, Inc. d/b/a Havaianas*, Case No. 2020 CH 7426 (Cir. Ct. Cook Cnty., May 24, 2021); *Goel v. Stonebridge of Arlington*

Heights, et al., 2018 CH 11015 (Cir. Ct. Cook Cty.); *Stahl v. RMK Mgmt. Corp.*, 2015 CH 13459 (Cir. Ct. Cook Cty.); *Guarisma v. Microsoft Corp.*, No. 15-cv-24326-CMA (S.D. Fla.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR (S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Lanteri v. Credit Protection Ass'n, L.P.*, 2018 U.S. Dist. LEXIS 166345 (S.D. Ind. Sept. 26, 2018); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates, P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.), *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T. Rosso, P.A.*, 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D. Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D.

Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.).

23. Michael also has successfully argued a number of appeals, including *Evans v. Portfolio Recovery Assocs., LLC*, 889 F.3d 337 (7th Cir. 2018); *Muransky v. Godiva Chocolatier, Inc.*, 922 F.3d 1175 (11th Cir. 2019) (*vacated for rehearing en banc*); *Franklin v. Parking Rev. Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Smith v. Greystone Alliance, LLC*, 772 F.3d 448 (7th Cir. 2014); *Shula v. Lawent*, 359 F.3d 489 (7th Cir. 2004); and *Weizeorick v. ABN AMRO Mortg. Group, Inc.*, 337 F.3d 827 (7th Cir. 2003).

24. Michael has lectured on consumer law issues at Upper Iowa University, the Chicago Bar Association, and the National Consumer Law Center. He is a member of the Trial Bar of the United States District Court for the Northern District of Illinois, and he has represented consumers in state and federal courts around the country on a *pro hac vice* basis.

25. Michael's published work includes "*AND THE SURVEY SAYS...*" *When Is Evidence of Actual Consumer Confusion Required to Win a Case Under Section 1692g of the Fair Debt Collection Practices Act in the Seventh Circuit?*, 13 Loy. Consumer L. Rev. 224 (2001).

Theodore H. Kuyper

26. In March 2018, Theodore H. Kuyper joined the firm. Ted is currently a member in good standing of the Illinois State Bar, the United States District Court for the Northern District of Illinois, and the Seventh Circuit Court of Appeals, and has been admitted to practice *pro hac vice* in several additional United States District Courts.

27. Ted has diverse experience prosecuting and defending class action and other large-scale litigation in trial and appellate courts under a variety of substantive laws, including without limitation the Telephone Consumer Protection Act, the Racketeer Influenced & Corrupt

Organizations Act (RICO), the Fair Credit Reporting Act, the Illinois Consumer Fraud & Deceptive Business Practices Act, and the Real Estate Settlement Procedures Act, as well as Illinois and other state statutory and common law.

28. Since joining the firm, Ted has represented consumers as counsel of record or otherwise in the following putative class actions: *Cranor v. Skyline Metrics, LLC*, No. 4:18-cv-00621-DGK (W.D. Mo.); *Cranor v. The Zack Group, Inc.*, No. 4:18-cv-00628-FJG (W.D. Mo.); *Cranor v. Classified Advertising Ventures, LLC, et al.*, No. 4:18-cv-00651-HFS (W.D. Mo.); *Morgan v. Orlando Health, Inc., et al.*, No. 6:17-cv-01972-CEM-GJK (M.D. Fla.); *Morgan v. Adventist Health System/Sunbelt, Inc.*, No. 6:18-cv-01342-PGB-DCI (M.D. Fla.); *Burke v. Credit One Bank, N.A., et al.*, No. 8:18-cv-00728-EAK-TGW (M.D. Fla.); *Motiwala v. Mark D. Guidubaldi & Associates, LLC*, No. 1:17-cv-02445 (N.D. Ill.); *Buja v. Novation Capital, LLC*, No. 9:15-cv-81002-KAM (S.D. Fla.); and *Detter v. Keybank, N.A.*, No. 1616-CV10036 (Circuit Ct. of Jackson County, Missouri).

29. Immediately prior to joining Keogh Law, Ted worked at a boutique Chicago law firm where he represented clients in a range of complex commercial and other litigation, including contract, tort, professional liability, premises and products liability, bad faith and class action. Previously, he was an associate at a nationally-renowned class action law firm, where he focused on complex commercial, consumer, class action and other large-scale, high-stakes litigation.

30. Ted earned his Juris Doctorate from Washington University School of Law in St. Louis in 2007. During law school, he worked as a Summer Extern for Magistrate Judge Morton Denlow (Ret.) of the United States District Court for the Northern District of Illinois, served as primary editor and executive board member of the Global Studies Law Review, and authored a student note that was published in 2007. Ted also earned a number of scholarships and other

academic accolades, including the Honors Scholar Award (top 10% for academic year) and repeated appearances on the Dean's List.

Gregg Barbakoff

31. Gregg Barbakoff joined the firm in 2019. He is a civil litigator who focuses his practice on consumer law. Gregg has extensive experience litigating individual and class claims arising under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud and Deceptive Practices Act, Magnuson-Moss Warranty Act, and various consumer protection statutes.

32. Gregg graduated *magna cum laude* from the Chicago-Kent College of law, where he was elected to the Order of the Coif. While in law school, Gregg received the Class of 1976 Honors Scholarship, competed as a senior member of the Chicago-Kent Moot Court Team, and served as an editor for The Seventh Circuit Review, in which he was also published. Gregg earned his undergraduate degree from the University of Colorado at Boulder.

33. Gregg has been named an Illinois Rising Star by *Superlawyers* Magazine each year since 2015, and was named an Associate Fellow by the Litigation Counsel of America. He is licensed to practice in the State of Illinois, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Seventh Circuit

34. Prior to joining Keogh Law, Gregg worked at a mid-size litigation firm that specialized in consumer litigation, and leading plaintiff's firm that focused on commercial disputes and consumer class actions.

35. The following are representative class actions in which Gregg has served as counsel of record or otherwise: *Roberts v. TIAA, FSB* (Case No. 2019 CH 04089, Cook County,

Ill.); *Corrigan v. Seterus* (Case No. 17-cv-02348); *Gentleman v. Mass. Higher Ed. Corp., et al* (Case No. 16-cv-3096, N.D. Ill.); *Cibula v. Seterus* (Case No. 2015CA010910, Palm Beach County, Fla.); *Ciolini v. Seterus* (Case No. 15-cv-09427, N.D. Ill.); *Mednick v. Precor Inc.* (Case No. 14-cv-03624, N.D. Ill.); *Illinois Nut & Candy Home of Fantasia Confections, LLC v. Grubhub, Inc., et al.* (Case No. 14-cv-00949, N.D. Ill.); *Dr. William P. Gress et al. v. Premier Healthcare Exchange West, Inc.* (Case No. 14-cv-501, N.D. Ill.); *Stephan Zouras LLP v. American Registry LLC* (Case No. 14-cv-943, N.D. Ill.); *Mullins v. Direct Digital* (Case No. 13-cv-01829, N.D. Ill.); *In Re Prescription Pads TCPA Litig.* (Case No. 13-cv-06897, N.D. Ill); *Townsend v. Sterling* (Case No. 13-cv-3903, N.D. Ill); *Windows Plus, Incorporated v. Door Control Services, Inc.* (Case No. 13-cv-07072, N.D. Ill); *In re Energizer Sunscreen Litig.,* (Case No. 13-cv-00131, N.D. Ill.); *Padilla v. DISH Network LLC* (Case No. 12-cv-07350, N.D. Ill.); *Lloyd v. Employment Crossing* (Case No. BC491068 (Los Angeles County, Cal.); *In re Southwest Airlines Voucher Litig.* (Case No. 11-cv-8176, N.D. Ill.).

William Sweetnam

36. William Sweetnam joined the firm in 2020 as of counsel. Mr. Sweetnam concentrates his practice class action and complex litigation and appeals, having prosecuted hundreds of consumer, shareholder and antitrust class action in federal and state courts across the country. In addition to representing both plaintiffs and defendants in a wide variety of cases involving both economic and non-economic injuries, Mr. Sweetnam has acted as lead counsel, co-lead counsel and has been a member of the executive and steering committees in consumer, antitrust and other class action, complex and multidistrict litigation matters.

37. Notably, Mr. Sweetnam was appointed sole lead counsel in *Kelly v. Old National Bank*, 82C01-1012-CT-627 (Cir. Ct Vanderburgh Cty., Ind.), in which he obtained a settlement

valued at more than 90% of the class' damages incurred as a result of the unlawful overdraft fee scheme alleged therein, far exceeding the results obtained by much larger firms against some the countries' largest banks, resulting in individual consumers receiving several thousand dollars in refunded overdraft fees.

38. Additionally, Mr. Sweetnam has numerous published, class action decisions including *Jett v. Warrantech Corp.*, ---F.Supp.3d---, 2020 WL 525045 (S.D. Ill. 2020); *Old Nat. Bank v. Kelly*, 31 N.E.3d 522 (Ind. App. 2014); *Nava v. Sears, Roebuck & Co.*, 995 N.E.2d 303 (1st Dist. 2013); *Cappuccitti v. DirecTV, Inc.*, 623 F.3d 1118 (11th Cir. 2010); *Pella Corp. v. Saltzman*, 606 F.3d 391 (7th Cir. 2010); *In re Digitek Prod. Liab. Litig.*, 264 F.R.D. 249 (S.D. W. Va. 2010); *Aleman v. Park West Galleries, Inc.*, 655 F. Supp. 2d 1378 (J.P.M.L. 2009); *In re Park West Galleries, Inc. Mktg. & Sales Practices Litig.*, 645 F. Supp. 2d 1358 (J.P.M.L. 2009); *In re Digitek Prod. Liab. Litig.*, 648 F. Supp. 2d 795 (S.D. W. Va. 2009); *Vernon v. Qwest Communs. Int'l, Inc.*, 643 F. Supp. 2d 1256 (W.D. Wash. 2009); *Stachurski v. DirecTV, Inc.*, 642 F. Supp. 2d 758 (N.D. Ohio 2009); *In re Comcast Corp. Set-Top Cable TV Box Antitrust Litig.*, 626 F. Supp. 2d 1353 (J.P.M.L. 2009); *In re Refrigerant Compressors Antitrust Litig.*, 626 F. Supp. 2d 1320 (J.P.M.L. 2009); *Saltzman v. Pella Corp.*, 257 F.R.D. 471 (N.D. Ill. 2009); *Coneff v. AT&T Corp.*, 620 F. Supp. 2d 1248 (W.D. Wash. 2009); *Hoving v. Lawyers Title Ins. Co.*, 256 F.R.D. 555 (E.D. Mich. 2009); *In re Nissan N. Am., Inc. Odometer Litig.*, 664 F. Supp. 2d 873 (M.D. Tenn. 2009); *Hoving v. Lawyers Title Ins. Co.*, 256 F.R.D. 555 (E.D. Mich. 2009); *In re Digitek Prods. Liab. Litig.*, 571 F. Supp. 2d 1376 (J.P.M.L. 2008); *In re BP Prods. N. Am., Inc.*, 560 F. Supp. 2d 1377 (J.P.M.L. 2008); *Hoving v. Transnation Title Ins. Co.*, 545 F. Supp. 2d 662 (E.D. Mich. 2008); *In re Nissan N. Am., Inc. Odometer Litig.*, 542 F. Supp. 2d 1367 (J.P.M.L. 2008); *Berry v. Budget Rent a Car Sys.*, 497 F. Supp. 2d 1361 (S.D. Fla. 2007); *Cook v. Home Depot U.S.A., Inc.*, 62

U.C.C. Rep. Serv. 2d (Callaghan) 197 (S.D. Ohio 2007); *Womack v. Nissan N. Am., Inc.*, 550 F. Supp. 2d 630 (E.D. Tex. 2007); *Knudsen v. Liberty Mut. Ins. Co.*, 435 F.3d 755 (7th Cir. 2006); *Knudsen v. Liberty Mut. Ins. Co.*, 411 F.3d 805 (7th Cir. 2005); *Knudsen v. Liberty Mut. Ins. Co.*, 405 F. Supp. 2d 916 (N.D. Ill. 2005); *Enzenbacher v. Browning-Ferris Indus. of Ill.*, 774 N.E.2d 858 (Ill. App. 2002); *In re Nat'l Life Ins. Co.*, 247 F. Supp. 2d 486 (D. Vt. 2002); *Kaskel v. N. Trust Co.*, 45 U.C.C. Rep. Serv. 2d (Callaghan) 827 (N.D. Ill. 2001); *Wardrop v. Amway Asia Pac. Ltd.*, Fed. Sec. L. Rep. (CCH) P91,346 (S.D.N.Y. Mar. 20, 2001); and *Grove v. Principal Mut. Life Ins. Co.*, 14 F. Supp. 2d 1101 (S.D. Iowa 1998).

39. Before joining Keogh Law, Ltd., Mr. Sweetnam began his career as a lawyer representing plaintiffs in catastrophic injury cases in 1994. In 1995, he began defending corporate, insurance industry and insurance policyholder clients and ran a successful class action litigation boutique, Sweetnam LLC, established in 2008.

40. Prior to that, Mr. Sweetnam was a partner at a Chicago class action litigation boutique, where he perfected his skills representing victims of consumer fraud and deceptive and anti-competitive practices. Mr. Sweetnam has extensive litigation experience in a variety of nationwide class actions in state and federal courts alleging violations of consumer fraud and deceptive trade practices statutes, breach of warranty and violations of federal securities laws, shareholder derivative suits and appeals.

41. Mr. Sweetnam began his career as a class action and complex litigation practitioner with what is now known as Kessler Topaz Meltzer & Check, LLP, one of the largest class action law firms in the United States, where he was part of a team of lawyers involved in prosecuting class actions challenging abusive marketing practices in several areas involving life insurance and annuities. These cases led to class settlements valued at hundreds of millions of dollars, and

sometimes even billions of dollars, with such major life insurance companies as Prudential, Met Life, John Hancock, New York Life, State Farm, American Express/IDS, Transamerica, and many others, as well as to numerous changes in industry sales practices.

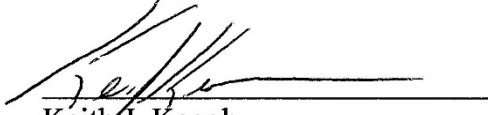
42. Mr. Sweetnam continued his career at one of Chicago's oldest and most respected class action litigation firms, Krislov & Associates, Ltd., where he represented consumers and investors engaged in an array of nationwide class actions in state and federal courts involving everything from consumer fraud to breach of warranty and securities and shareholder derivative lawsuits and appeals.

43. Additionally, Ms. Sweetnam is also a member of a number of associations, including The Federal Bar Associations, Chicago Chapter, The Chicago Bar Association, and The Catholic Lawyers Guild of Chicago.

44. Mr. Sweetnam received his bachelor's degree at The University of Michigan, Ann Arbor, Michigan in 1990. And later received his juris doctorate degree at the University of Michigan and the De Paul University College of Law where he received the American Jurisprudence Award in Constitutional Law and was a member of the Journal of Art and Entertainment Law. He has written and lectured on class actions and class action litigation reform.

45. Mr. Sweetnam has lectured on and lectured on such topics as the following: (a) *Law of Remedies: Damages, Equity and Restitution*, at Chicago-Kent College of Law (2019); (b) *Law of Remedies: Class Actions and Complex Litigation*, at Chicago-Kent College of Law (2018); (c) *The Class Action Fairness Act of 2005: Selecting a Forum and Keeping It*, at the Illinois Institute for Continuing Legal Education in Chicago, Illinois (2008); (d) *Federalization of Consumer Class Action Litigation: The Class Action Fairness Act of 2005*, at the John Marshall Law School in Chicago, Illinois (2006).

Executed at Chicago, Illinois, on March 6, 2023.



Keith J. Keogh

FILED DATE: 3/7/2023 12:00 AM 2021CH05392

APPENDIX 6

Claim ID: <<ClaimID>>

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT

THE COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER.

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION.

What is this? This is notice of a proposed Settlement in a class action lawsuit for *Richardson, et al. v. IKEA North America Services, LLC, et al.*

What is this lawsuit about? The Settlement would resolve a lawsuit brought on behalf of a class of individuals who, between October 18, 2017 and December 31, 2019, engaged in one or more transactions using a debit card or credit card at any IKEA retail location within the United States, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s). Any person who does not match IKEA transaction data showing that they may have received a receipt that may have violated the Fair and Accurate Credit Transactions Act (“FACTA”) shall not be a Settlement Class Member. IKEA denies any wrongdoing. The Court has not ruled on the merits of Plaintiffs’ claims or the defenses of IKEA.

Why am I getting this Notice? You were identified as someone who may have received a receipt for a purchase transaction made with a credit or debit card at an IKEA retail location within the United States between October 18, 2017 and December 31, 2019, according to records of IKEA.

What does the Settlement provide? IKEA has agreed to pay \$24,250,000 into a Settlement Fund, which will pay for the cost of notice and administration of the Settlement, payments to Settlement Class Members who file valid claims, attorneys’ fees and expenses incurred by counsel for Plaintiffs and the Settlement Class (“Class Counsel”) and an Incentive Payment for each of the named Plaintiffs, if approved by the Court. Each Settlement Class Member who submits a valid Claim Form may receive a payment, subject to pro rata distribution of the Settlement Fund. Class Counsel will petition for an Incentive Payment not to exceed \$10,000.00 each to Willard D. Richardson and Jamie Yeomans for their services as Class Representatives, and for Class Counsel’s fees, not to exceed \$9,700,000.00 (which is 40% of the Settlement Fund), plus Class Counsel’s reasonable expenses.

How can I receive a payment from the Settlement? To receive a payment, you must complete and submit a valid Claim Form by May 4, 2023. You can obtain and submit a Claim Form online at www.ikeaUSfactaclassaction.com, by mail, or by telephone by calling 1-855-958-6213. Claim Forms submitted by mail must be sent to the Claims Administrator at the address below and must be postmarked no later than May 4, 2023. If you elect to complete a Claim Form, your Claim ID Number to file your claim is: ClaimID: <ClaimID>.

Do I have to be included in the Settlement? If you don’t want monetary compensation from this Settlement and you want to keep the right to pursue or continue to pursue claims against IKEA on your own, then you must exclude yourself from the Settlement by sending a letter requesting exclusion to the Claims Administrator postmarked or received no later than May 4, 2023 at the address below. The letter requesting exclusion must contain the specific information set forth on the Full Notice on the Settlement Website and in the Settlement Agreement.

If I don’t like something about the Settlement, how do I tell the Court? If you don’t exclude yourself from the Settlement, you can object to any part of the Settlement. You must file your written objection with the Court by May 4, 2023. Your written objection must also be mailed to both Class Counsel and IKEA’s Counsel and postmarked no later than May 4, 2023. Your written objection must contain the specific information set forth in the Full Notice on the Settlement Website and in the Settlement Agreement. If you file an objection, in order to remain eligible to receive a payment, you must also file a Claim Form.

What if I do nothing? If you do nothing, you will not be eligible for a payment. But you will still be a Settlement Class Member and be bound by the Settlement, and you will release IKEA from all liability

associated with the alleged actions giving rise to this case.

The Final Approval Hearing. The Court will hold a Final Approval Hearing in this case at 10:30 a.m. on July 28, 2023 in Room 2408 in the Richard J Daley Center, 50 W Washington St. Chicago, IL 60602. You may hire your own attorney to appear and speak at the hearing at your own expense, but it is not necessary.

How do I get more information about the Settlement? This Notice contains limited information about the Settlement. For more information, to view additional Settlement documents, and to review information regarding your exclusion and objection rights and the Final Approval Hearing, visit www.ikeaUSfactaclassaction.com. You can also obtain additional information, a more detailed Full Notice describing the Settlement, or a Claim Form, by calling 1-855-958-6213.

Richardson v. IKEA Claims Administrator
P.O. Box 6175
Novato, CA 94948-6175

APPENDIX 7

If you made a purchase at an IKEA retail location using a credit card or debit card between October 18, 2017 and December 31, 2019, you may be entitled to benefits under a class action settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- Plaintiffs allege IKEA North America Services, LLC and IKEA U.S. Retail, LLC (collectively “IKEA”) printed receipts for credit or debit card transactions at its retail locations that included more than the last 5 digits of the debit or credit card number in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) et seq. (“FACTA”). IKEA denies Plaintiffs’ allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiffs’ claims or the defenses of IKEA. By entering into the Settlement, IKEA has not conceded the truth or validity of any of the claims against it.

IKEA has agreed to pay \$24,250,000 (the “Settlement Fund”) in full and final settlement and release of the claims of the Settlement Class defined as persons who between October 18, 2017 and December 31, 2019 engaged in one or more transactions using a debit card or credit card at any IKEA retail location within the United States, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s).

- The Settlement Fund will be used to pay all amounts related to the Settlement, including payments to each Settlement Class Member who submits a valid and timely claim form to receive payment (“Claim Form”), attorneys’ fees and reasonable expenses, and the costs of notice and administering the Settlement. Class Counsel anticipate that they will petition the Court for attorneys’ fees in the amount of \$9,700,000.00 (which is 40% of the Settlement Fund), plus Class Counsel’s reasonable expenses, and will also petition for an Incentive Payment of \$10,000.00 each to Plaintiffs. Settlement Class Members who timely submit a valid Claim Form will receive a pro rata payment distribution, calculated by dividing the available funds for distribution to the Settlement Class by the number of persons who submit valid Claim Forms.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you submit a valid Claim Form by May 4, 2023, you will receive a payment and will give up your rights to sue IKEA and/or any other released parties (“Defendant Releasees,” as defined in the Settlement Agreement) on any Released Claim, as defined in the Settlement Agreement. If you have a Class ID number, Claim Forms may be submitted by mail to <i>Richardson v. IKEA</i> Claims Administrator, P.O. Box 6175, Novato, CA 94948-6175 or through the Settlement Website by visiting www.ikeaUSfactaclassaction.com or by calling 1-855-958-6213. The Claims Administrator may seek additional information from persons who submit Publication Claim Forms to validate claims.
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue or continue to pursue claims against IKEA or any other Defendant Releasee on your own in the future. The deadline for excluding yourself is May 4, 2023.
OBJECT TO THE SETTLEMENT	You may write to the Court about why you believe the Settlement is unfair in any respect. Please see Question 16 below (“How do I tell the Court that I do not think the Settlement is fair?”). The deadline for objecting is May 4, 2023. To obtain a benefit from this Settlement, you must still complete and submit a Claim Form or Publication Claim Form. If you submit only an objection, you will not receive any benefit from the Settlement and you will give up your right to pursue or continue to pursue a Released Claim against IKEA or any other Defendant Releasee.
DO NOTHING	If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue a Released Claim against IKEA or any other Defendant Releasee.
GO TO THE FINAL APPROVAL HEARING	You may ask to speak in Court about the fairness of the Settlement, if you object to the Settlement. To speak at the Final Approval Hearing, you must comply with the requirements set forth in Question 21 below no later than May 4, 2023.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit entitled *Richardson, et al. v. Ikea North America Services, LLC, et al.* Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I received an email or postcard about this Settlement?

If you received an email or postcard describing this Settlement, it is because records of IKEA indicate that you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if an IKEA retail location located in the United States provided a point-of-sale receipt to you for a credit card or debit card transaction that contained more than the last five digits of the card number at any time between October 18, 2017 and December 31, 2019.

The Claims Administrator will check the written information you provide on the Claim Form against transaction data of IKEA. If the information does not match, you will not be a Settlement Class Member and are not entitled to any relief.

3. What is this class action lawsuit about?

In a class action, one or more people called Class Representatives (here, Plaintiffs Willard D. Richardson and Jamie Yeomans) sue on behalf of people who allegedly have similar claims. This group is called a Class and the persons included are called Class Members. One court resolves the issues for all of the Class Members, except for those who exclude themselves from the Class.

Here, Plaintiffs allege IKEA willfully violated FACTA by printing point-of-sale receipts for credit card and debit card transactions at its retail locations that displayed more than the last five digits of the card number in violation of FACTA. IKEA denies these allegations and denies any wrongdoing. The Court has conditionally certified a class action for settlement purposes only.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or IKEA. Instead, both sides agreed to this Settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiffs and Class Counsel think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am part of the Settlement Class?

The Court has certified this case as a class action for settlement purposes only. The Settlement Class is defined as:

All persons in the United States who, between October 18, 2017 and December 31, 2019 engaged in one or more transactions using a debit card or credit card at any Ikea retail store within the United States, and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s).

“Settlement Class Member” is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firms of Keogh Law, Ltd., Scott D. Owens, P.A., and Lexicon Law, PC as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to 40% of the \$24,250,000.00 Settlement Fund, which is \$9,700,000.00, to them for attorneys’ fees plus reasonable expenses. Class Counsel also will ask the Court to approve payments of up to \$10,000.00 each, to Plaintiffs Willard D. Richardson and Jamie Yeomans for their service as Class Representatives. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

Settlement Fund. IKEA will pay \$24,250,000.00 into a fund (the “Settlement Fund”), which will cover: (1) payments to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys’ fees to Class Counsel; (3) Class Counsel’s reasonable expenses; (4) an Incentive Payment to both of the Plaintiffs, as approved by the Court; and (5) the costs of notice and administration of the Settlement.

Payments. All Settlement Class Members are eligible to submit a Claim Form and receive a payment. To submit a Claim Form, follow the procedures described under Question 11 below.

No Portion of the Settlement Fund Will Return to IKEA. All money in the Settlement Fund beyond the funds the Court authorizes to be paid for the costs of notice and administration of the Settlement, attorneys' fees and expenses to Class Counsel and any incentive awards to Plaintiffs, will be divided and paid pro rata to the Settlement Class Members who submitted valid and timely Claim Forms. All unclaimed funds shall be paid via a Second Distribution to those Settlement Class Members who cashed their checks. Only after a Second Distribution or if a Second Distribution is not feasible, will unclaimed funds be paid, as a cy pres award on behalf of the Class, to the Chicago Bar Foundation, which supports numerous Illinois legal aid organizations. No portion of the Settlement Fund will return to IKEA.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. Each Settlement Class Member who submits a valid Claim Form will be entitled to receive compensation that will be distributed on a pro rata basis. **The final payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members, but Plaintiffs estimate between \$30.00 to \$60.00, based on a 10%-5% claim rate.**

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

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class and will be bound by the terms of the Settlement. This means that if the Settlement is approved, you cannot pursue or continue to pursue any Released Claim against IKEA or any other Defendant Releasee, whether on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release IKEA and any other Defendant Releasee, as defined in the Settlement Agreement, from any and all claims that were or could be asserted in the litigation and all claims that relate to or arise from printing too much information on any receipts from an IKEA retail location during the Settlement Class period.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To receive a payment, you must submit a Claim Form. If you have a Class ID number, Claim Forms may be submitted by mail to *Richardson v. IKEA* Claims Administrator, P.O. Box 6175, Novato, CA 94948-6175 or through the Settlement Website by visiting www.ikeaUSfactaclassaction.com or by calling 1-855-958-6213.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a Settlement payment?

The Court has scheduled a hearing on July 28, 2023 at 10:30 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Updated information will be posted on the Settlement Website at www.ikeaUSfactaclassaction.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I get out of the Settlement?

If you want to keep the right to pursue or continue to pursue any Released Claim against IKEA or any Defendant Releasee, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send an exclusion request to the Claims Administrator. To be valid, a member of the Settlement Class who wishes to be excluded from the Settlement Class shall mail a written notice of exclusion to the Claims Administrator, so that it is postmarked no later than May 4, 2023 (the “Opt-Out and Objection Deadline”), and shall clearly provide the following in the written notice of exclusion: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member; (c) the personal signature of the Settlement Class Member requesting exclusion; and (d) a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in *Richardson, et al. v. Ikea North America Services, LLC, et al.*” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than May 4, 2023 to the Claims Administrator at *Richardson v. IKEA* Claims Administrator, P.O. Box 6175, Novato, CA 94948-6175.

14. If I do not exclude myself, can I sue IKEA for the same thing?

No. If you do not exclude yourself, you give up any right to pursue (or continue to pursue) any Released Claims against IKEA or any Defendant Releasee.

15. If I exclude myself, can I get a benefit from this Settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Form for a Settlement payment and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the Settlement is fair?

If you are in the Settlement Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys’ fees and expenses or Incentive Payments.

To be valid, the objection must be received by the Opt-Out and Objection Deadline (by May 4, 2023), and include: (a) the case name and number; (b) the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel; (c) a description of the specific basis for each objection raised; (d) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel; (e) any documentation in support of such objection; and (f) the date and location of the purchase for which the Settlement Class Member received a receipt containing more than the last 5 digits of their card number.

Any Settlement Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

To be considered, you must file your objections with the Court. Your objections must also be mailed to the addresses below and postmarked or received no later than May 4, 2023.

For Plaintiffs:

Scott D. Owens
Scott D. Owens, P.A.
2750 N. 29th Ave., Suite 209A
Hollywood, FL 33020

For IKEA:

Claudia D. McCarron
Mullen Coughlin LLC
426 W. Lancaster Ave., Suite 200
Devon, PA 19333

Even if you timely and properly object, to obtain a benefit from this Settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.

17. What is the difference between objecting and excluding yourself?

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

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue Released Claims against IKEA or any other Defendant Releasee. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 10:30 a.m. on July 28, 2023 at Richard J. Daley Center, 50 W. Washington St, Chicago, IL 60602, in Room 2408. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiffs.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than May 4, 2023. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice is only a summary of the proposed Settlement. You can get a complete copy of the Settlement Agreement by visiting the Settlement Website, www.ikeaUSfactaclassaction.com, or you can write to the address below or call the Toll-Free Settlement Hotline, 1-855-958-6213. You can also call Class Counsel with any questions at (954) 589-0588.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, IKEA, OR COUNSEL FOR IKEA ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.

Richardson v. IKEA Claims Administrator
P.O. Box 6175
Novato, CA 94948-6175

APPENDIX 8

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

WILLARD D. RICHARDSON, and JAMIE)	
YEOMANS, individually and on behalf)	
of others similarly situated,)	
)	
Plaintiff,)	Case No.: 2021CH05392
v.)	
)	
IKEA NORTH AMERICA SERVICES.,)	
LLC and IKEA U.S. RETAIL, LLC,)	
)	
Defendant.)	

DECLARATION OF JOHN R. HABASHY

I, John R. Habashy, declare under penalty of perjury, as provided for by the laws of the United States, 28 U.S.C. § 1746, that the following statements are true:

1. I am an attorney and the owner of a law firm which operates under the name Lexicon Law, PC. I am one of the attorneys representing Plaintiffs, Willard Richardson, Jamie Yeomans and the putative class in this matter.

2. I am currently a member in good standing of the bars of the following courts:

Court	Date Admitted
State of California	June 7, 2005
United States District Court Central District of California	June 27, 2005
United States District Court Southern District of California	2009
Ninth Circuit Court of Appeals	2012
United States District Court Eastern District of California	2009

3. I am a 2004 graduate of the USC Gould School of Law. After graduating, I opened up my own firm and I began to represent persons in consumer rights litigation, both in State and Federal Court; I assisted thousands of consumers in my practice. I am currently, and always have been a consumer protection litigator. This would include more recent claims (and the pending matter) brought under FACTA. Since 2009, I have been an active member of various Consumer Advocacy organizations.

4. My consumer practice was featured in various publications, and I was interviewed by several news stations regarding the foreclosure crisis of 2008. During the crisis, I assisted over 9,000 clients save their home and approximately 1,000 clients discharge millions of dollars of debt through the bankruptcy process during this pandemic.

5. I am an active member of the Consumer Attorneys Association of Los Angeles (CAALA), the National Association of Consumer Bankruptcy Attorneys, National Consumer Law Center (NCLC) as well National Association of Consumer Advocates (NACA) and have attended several conferences to further my knowledge and skill set in Consumer advocacy.

6. I regularly attend legal seminars hosted by the Consumer Attorneys Association of Los Angeles (CAALA) and National Consumer Law Center (NCLC), I've highlighted my attendance to their larger gatherings as follows:

CAALA Annual Conference (2011)
CAALA Annual Conference (2012)
CAALA Annual Conference (2013)
CAALA Annual Conference (2016)
National Consumer Law Center 25th Annual Consumer Rights Litigation Conference (2016)
National Consumer Law Center, Fair Debt Collection Training Conference (2017)
National Consumer Law Center 27th Annual Consumer Rights Litigation Conference (2018)
National Consumer Law Center (and NACA) Annual Consumer Rights Litigation Conference (2022)
CAALA Annual Conference (2022)

7. Of the aforesaid legal conferences, I have attended at least 5 intensive full day seminars which have dealt exclusively with class action litigation; I am familiar with the ethical and professional guidelines governing class action litigation.

8. I served as lead counsel or co-counsel in the following successful class actions: *Pineda v. Grimmway*, No. BCV-15-101333 (Kern County Superior Court. Filed Oct. 26, 2015 - \$9 million dollar common fund settlement); *Antonio v Zenith.*, No. BC626095 (Los Angeles Superior Court Filed July 7, 2016) (\$1.35 million dollar common fund settlement); *Sandoval v. Novitex Enterprises Solutions*, No. BC702200 (Los Angeles Superior Court - Filed Apr. 13, 2018) (\$500,000 dollar common fund settlement); *Mendoza v. XPO Logistics Cartage, LLC, et al.* No. 2:18-cv-03736-RGK-Ex (United States District Court -Central District of California Filed May 3, 2018) (\$20,000,000 dollar common fund settlement); *Alvarez v. Annauhers Busch LLC*, No. BC646330 (Los Angeles Superior Court Filed January 9, 2017) (\$8,750,000 dollar common fund settlement); *DiFlauro v. Bank of America Corporation, et al.*, No. 2:20-cv-05692-DSF-SK(United States District Court -Central District of California Filed June 25, 2020) (1,975,000 dollar common fund settlement); *Corona v. PNC Bank, N.A., et al.* No. 20-CV-06521-DMG-SP (United States District Court -Central District of California Filed July 22, 2020). *Sandoval v. Novitex Enterprises Solutions*, No. 3:17-cv-1573 (MPS) (District Court Connecticut - Filed Sept. 20, 2017) (\$750,000 dollar common fund settlement). *Escobar v. MLB, et al*, No. 18STCV02491 (LA Superior Court \$850,000 common fund settlement). There are three more settlements that are pending final approval in which our office serves as lead counsel.

9. Throughout the pendency of this case, I have and remained confident in the strength of the claims alleged. Regardless, I recognize that litigation is inherently unpredictable, and that success at trial is never guaranteed. In recognition of these uncertainties and after considering the current posture of this case, the parties have executed a Settlement Agreement which I believe to be fair and reasonable.

10. My firm personally conducted extensive pre-filing and post-filing investigations into the factual and legal issues underlying the claims and issues in this Action. The extensive

investigative efforts that my firm and co-counsel undertook included: (a) researching the nature of defendants business, including its transaction and receipt-printing practices; (b) consulting with technical experts regarding defendants transaction-processing and receipt-generation systems; (c) researching the relevant law and examining the pertinent facts to assess the merits of potential claims against defendant and defenses that defendants may assert thereto, including standing-based defenses to contest a court's exercise of jurisdiction and defenses to the certification of any class; (d) surveying federal court dockets in prior actions against defendant; and (e) investigating defendants financial condition in order to assess the likelihood of ultimately recovering a class-wide statutory damages award from defendant.

11. Due to these extensive information-gathering efforts, my firm, along with co-counsel, were able to develop multiple potentially viable theories of liability for claims against defendant, analyze the legal issues relevant to the merits of claims under each such theory, assess the likely defenses that the defendants would raise, and ultimately preparing complaints against defendant that were aimed at maximizing the likelihood of certifying a class and recovering meaningful class-wide relief.

12. Throughout the pendency of this action, I have and remained confident in the strength of the claims alleged. Regardless, I recognize that litigation is inherently unpredictable, and that success at trial is never guaranteed. In recognition of these uncertainties, the parties have executed a Settlement Agreement which I believe to be fair and reasonable.

13. Class Counsel has developed an ample foundation upon which to evaluate the proposed settlement. In my opinion, given the risks of continued litigation weighed against the potential benefit to the class, the settlement at this juncture I have been involved in the that received final approval.

14. Based on my experience in plaintiff's consumer protection work, including class action work involving FACTA, I believe this settlement to be fair and reasonable and in the best interest of the class. The settlement provides a significant monetary recovery for the class and will act as a strong deterrent to future violations of FACTA.

Litigation Costs and Expenses

15. My costs and expenses, in addition to prosecuting the claims in the action, include travelling to Los Angeles to attend the mediation.

16. I incurred the following out-of-pocket costs during the course of this litigation, all of which were incidental and necessary to the representation of my client and the class:

Mediation: Jams Payment Check No. 003250	\$4,087.50
Mediation Jams Payment Check No. 003009	\$3,975.00
Case Anywhere	\$111.60
Court Fee for Order Granting Application of Scott D. Owens to Appear as Counsel Pro Hac Vice for Plaintiff Willard Richardson	\$3.00
Court Fee for Filing Complex Complaint	\$1,435.00
Fee for Filing Notice of Proof of Service of Summons – Ikea North America Services, LLC	\$60.00
Court Fee for Filing Proof of Service of Summons on Ikea US Retail LLC	\$60.00
Fee for Filing Notice of Application and Application for Pro Hac Vice Admission of Scott D. Owens to Appear Pro Hac Vice	\$560.00
Pacer charge to view court docket in Burrell v. Ikea	\$.20
One Legal Invoice for Urgent Court Filing of Proposed Order Granting Application of Scott D. Owens to Appear as Counsel Pro Hac Vice	\$140.00
Fee for Filing Joint Further Status Conference Statement and Mediation Status Report	\$177.50
Fee for Filing Notice of Change of Address or Other Contact Information	\$65.00
Fee for Filing Joint Post Mediation Status Conference and Further Status Conference Statement	\$176.50

Case Anywhere Fee	\$126.00
Fee for Urgent Service Notice of Motion and Motion for Leave to File Second Amended Class Action Complaint, Declaration of Scott D. Owens in Support of Plaintiffs notion for Leave to file second amended class action	\$340.50
Fee for Filing Amended complaint	\$126.25
Fee for Company Serve- Ikea North America Services LLC of Complaint	\$40.00
Fee for Company Serve- Ikea US Retail LLC of Complaint	\$40.00
Fee for Court Call Appearance	\$94.00
Fee for Notice of Renewal and Payment for Pro Hac Vice	\$642.50
Case Anywhere	\$126.00
Case Anywhere	\$92.40
Case Anywhere	\$120.00
Case Anywhere	\$138.00
Fee for Filing Declaration	\$16.70
Case Anywhere	\$126.00
Case Anywhere	\$120.00
Case Anywhere	\$360.00
Fee for Filing APPLICATION FOR DISCOVERY SUBPOENA IN ACTION PENDING OUTSIDE CALIFORNIA, SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS IN ACTION PENDING OUTSIDE CALIFORNIA – Sacramento County	\$245.00
Fee for Service of Process of Subpoena to Golden 1 Credit Union	\$95.00
Fee for Filing APPLICATION FOR DISCOVERY SUBPOENA IN ACTION PENDING OUTSIDE CALIFORNIA, SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS IN ACTION PENDING OUTSIDE CALIFORNIA – Orange County	\$200.00

Fee for Application for Discovery Subpoena in Action Pending Outside California, Subpoena – Orange County	\$14.75
Fee for Filing Application for Discovery Subpoena in Action Pending Outside California, Subpoena - Orange County	\$59.75
Fee for Service of Process of Subpoena to SchoolsFirst Credit Union	\$95.00
Case Anywhere	\$120.00
Rush Court Service/Delivery Check	\$75.00
Fee for Schools First Credit Union Document Production – L.A. Records	\$473.90

17. As such, pursuant to the Settlement Agreement, we collectively request \$9,700,000 in attorneys' fees and reimbursement of \$14,738.05 in out-of-pocket costs from the Settlement Fund.

Executed at Los Angeles, California, on Monday, March 6, 2023.

Respectfully submitted,

/s/ John R. Habashy

LEXICON LAW, PC
633 W. 5th Street, 28th Floor
Los Angeles, Ca 90071
Tel: 213-223-5900
Fax: 888-373-2107
E-mail: john@lexiconlaw.com