IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WENCONG JIANG, individually, and on behalf of all others similarly situated,	)	
	)	Class Action
Plaintiffs,	)	Case No. 1:25-cv-12826
v.	)	Hon. Sharon Johnson Coleman
	)	Magistrate Judge Heather McShain
GOFO, INC.,	)	
Defendant.	)	

ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on October 28, 2026, on Plaintiff's Unopposed Motion and Memorandum of Law in Support of Preliminary Approval of Class Action Settlement (the "Motion"). At the hearing, the Court granted preliminary approval of the Settlement and directed the Parties to revise the notice program so that Notice is disseminated to Settlement Class Members by November 15, 2026; a first reminder notice is sent thirty (30) days before the deadline to object to or request exclusion from the Settlement; a second reminder notice is sent seven (7) days before the deadline to object to or request exclusion from the Settlement; and the Final Approval Hearing is held in person on January 20, 2027, at 10:30 a.m. Central Time. The Parties have since submitted the First Amendment to Class Action Settlement Agreement and Release (the "First Amendment") and Amended Attachments A, B, and C. Having considered the Motion; the Class Action Settlement Agreement and Release and its attachments as amended by the First Amendment (together, the "Agreement"); the Declaration of Jordan Richards (Mot. Ex. 2); the pleadings and record in this action; the record of the October 28, 2026 hearing; and being fully advised, the Court **GRANTS** the Motion, **APPROVES** the First Amendment, and **ORDERS** as follows:

1. **Definitions.** Except as otherwise defined herein, all capitalized terms in this Order have the meanings set forth in the Agreement.

2. **Rule 23(e)(1) Findings.** The Court finds, under Federal Rule of Civil Procedure 23(e)(1)(B), that it will likely be able to (i) approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2) and (ii) certify the Settlement Class for purposes of judgment on the Settlement, such that notice to the Settlement Class is justified. *See In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1083–84 (N.D. Ill. 2021); *McCue v. MB Fin., Inc.*, No. 1:15-cv-00988, 2015 WL 1020348, at *1 (N.D. Ill. Mar. 6, 2015).

3. **Preliminary Approval.** The Court preliminarily finds that the Settlement was reached through good-faith, arm's-length negotiations between experienced counsel following an exchange of class data and information concerning Defendant's biometric-timekeeping practices; that Plaintiff and Class Counsel have adequately represented the Settlement Class; that the relief provided is adequate, taking into account the costs, risks, and delay of trial and appeal; that the proposed method of distributing relief is effective; and that the Settlement treats Settlement Class Members equitably relative to each other. *See* Fed. R. Civ. P. 23(e)(2)(A)–(D). The Settlement establishes a non-reversionary Maximum Gross Fund of $1,385,670.00 for a Settlement Class of no more than 1,482 individuals—$935.00 per Settlement Class Member before deductions—which increases by $935.00 for each additional qualifying Settlement Class Member identified. Agreement §§ 4.1–4.2. The Net Fund will be distributed automatically and in equal shares to every Settlement Class Member who does not timely and validly request exclusion, without the need to submit a claim form, and no portion of the Maximum Gross Fund or Net Fund will revert to Defendant. Defendant will also delete or destroy covered Biometric Data as provided in Section 6 of the Agreement, and the release expressly excludes the manufacturers of the biometric devices at issue. *Id.* §§ 6–7. The Settlement is therefore preliminarily approved, subject to further consideration at the Final Approval Hearing.

4. **Conditional Certification for Settlement Purposes Only.** Solely for purposes of effectuating this Settlement, and conditioned on final approval, the Court conditionally certifies the following Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3): all individuals who (1) resided in Illinois within the past five years; (2) had their biometric identifiers and/or biometric information collected, captured, received, used, or otherwise obtained by Defendant; (3) qualify as aggrieved persons under Section 20 of BIPA; and (4) whose claims against Defendant are not subject to binding arbitration. *See* Agreement § 1.20. The Class Period is October 21, 2020, through April 20, 2026, and the Settlement Class consists of approximately 1,482 individuals. *See id.* §§ 1.6–1.7. For settlement purposes only, the Court preliminarily finds that the Settlement Class is sufficiently numerous that joinder of all members is impracticable; that there are questions of law and fact common to the Settlement Class; that Plaintiff's claims are typical of the claims of the Settlement Class; that Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and that common questions predominate over individual questions and a class action is superior to other available methods of resolving this controversy.

5. **No Waiver.** If the Settlement does not receive final approval, is terminated, or otherwise fails to become effective, including by way of termination by Defendant pursuant to Section 15.3 of the Agreement, the conditional certification set forth above shall be automatically vacated, and this Order shall not be admissible in, or be construed as a waiver of any position by any Party for purposes of, any proceeding, including any contested motion for class certification.

6. **Class Representative.** For settlement purposes only, the Court conditionally appoints Plaintiff Wencong Jiang as Settlement Class Representative.

7. **Class Counsel.** For settlement purposes only, the Court conditionally appoints Jordan Richards of USA Employment Lawyers – Jordan Richards PLLC and Shanshan Zou of

Vincit Law, P.C. as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g). Having considered the work counsel has performed in this action, counsel's experience in class actions and BIPA litigation, counsel's knowledge of the applicable law, and the resources counsel have committed to representing the Settlement Class, the Court finds that Class Counsel will fairly and adequately represent the interests of the Settlement Class. *See* Fed. R. Civ. P. 23(g)(1)(A), (g)(4).

8. **Settlement Administrator.** The Court appoints JND Legal Administrators as Settlement Administrator to perform the duties set forth in the Agreement, including disseminating Notice, maintaining the Settlement website and toll-free telephone line, receiving and processing requests for exclusion and objections, and distributing Settlement Payments. The Settlement Administrator's reasonable fees and costs shall be paid from the Maximum Gross Fund.

9. **Approval of the First Amendment.** The Court approves the First Amendment, which conforms the Agreement's notice provisions and deadlines to the schedule the Court set at the October 28, 2026 hearing, preserves the full sixty (60) day period for Settlement Class Members to object to or request exclusion from the Settlement, and otherwise leaves the Agreement's terms unchanged.

10. **Approval of Notice; Findings.** The Court approves, as to form and content, the long-form Notice, the email and text-message Notice, and the Reminder Notices, substantially in the forms of Amended Attachments A, B, and C to the First Amendment. The Court further approves the proposed notice plan, under which the Settlement Administrator will (a) provide direct individual Notice to Settlement Class Members by U.S. mail, email, and text message, no later than November 15, 2026; (b) send Supplemental Notice within five (5) business days to any Settlement Class Member whose contact information is first obtained or corrected after that date; (c) maintain a Settlement website in English, Spanish, and Mandarin and a toll-free telephone line; and (d) send a First Reminder Notice by email and text message approximately 30 days before the Objection/Exclusion Deadline, and will send a Second Reminder Notice by email and text message seven (7) days before the Objection/Exclusion Deadline. Because Settlement Payments will be made automatically, no claim form is required. The Court finds that this notice plan constitutes the best notice practicable under the circumstances, is reasonably calculated to apprise Settlement Class Members of the pendency of this action, the terms of the Settlement, and their rights to exclude themselves or object, and satisfies Federal Rule of Civil Procedure 23(c)(2)(B), Rule 23(e)(1), and due process. The Settlement Administrator is directed to disseminate Notice in accordance with the Agreement and the schedule below.

11. **Class Member Contact Information; Staffing Agencies and Contractors.** Defendant shall provide the Class List, including the Class Contractors, to Class Counsel and the Settlement Administrator by November 2, 2026; shall provide the list of staffing agencies and contractors that provided workers to Defendant in Illinois during the Class Period (each a "Contractor") by November 2, 2026; and shall provide any supplemental contact information, including Social Security numbers, if known, by November 6, 2026. Class Counsel and Defendant's Counsel shall deliver their joint letter to each Contractor by November 2, 2026, requesting that the Contractor produce Settlement Class Member contact information directly to the Settlement Administrator by November 12, 2026. Each

Contractor is authorized to disclose to the Settlement Administrator the names, mailing addresses, telephone numbers, email addresses, and dates of assignment of individuals it assigned to Defendant in Illinois during the Class Period, which the Settlement Administrator shall maintain as confidential and use solely to provide notice and administer the Settlement. Class Counsel may serve subpoenas under Fed. R. Civ. P. 45 on any Contractor, limited to that information, at any time after delivery of the joint letter. In light of the Court-ordered Notice deadline, the Court finds that a compliance date of not less than seven (7) days after service is a reasonable time to comply under Rule 45(d)(3)(A)(i).

12. **Exclusion.** Any Settlement Class Member who wishes to be excluded from the Settlement must submit a signed, written request for exclusion to the Settlement Administrator, by mail or email, postmarked or submitted before January 14, 2027 (the "Objection/Exclusion Deadline"), which is sixty (60) days after November 15, 2026. The request must state the individual's full name and current address or telephone number, and that the individual wishes to be excluded from the Settlement. "Mass" or "class" requests for exclusion are not valid. Any Settlement Class Member who timely and validly requests exclusion will not receive a Settlement Payment, will not be bound by the release in the Agreement, and will retain his or her individual claims.

13. **Objections.** Any Settlement Class Member who wishes to object to the Settlement, or to the requested attorneys' fees, costs, or Service Award, must submit a signed, written objection to the Settlement Administrator, by mail or email, on or before the Objection/Exclusion Deadline, stating the objector's full name and current address or telephone number, the grounds for the objection, and any documents in support. A Settlement Class Member who excludes himself or herself may not object. Subject to further order of the Court, an objecting Settlement Class Member may appear at the Final Approval Hearing, in person or through counsel, to be heard. Any Settlement Class Member who does not object in the manner provided in this paragraph shall be deemed to have waived any objection.

14. **Effect on Settlement Class Members.** If the Settlement is finally approved, every Settlement Class Member who does not timely and validly request exclusion will receive a Settlement Payment and will be bound by the Final Approval Order and the release set forth in Section 7 of the Agreement, which does not release claims against the manufacturers of the biometric devices at issue.

15. **Attorneys' Fees, Costs, and Service Award.** Class Counsel may apply for an award of attorneys' fees of up to 35% of the Maximum Gross Fund, plus reasonable costs, and a Service Award of up to $10,000.00 for Plaintiff, to be paid from the Maximum Gross Fund. Class Counsel shall file that motion, and the Settlement Administrator shall post it to the Settlement website, by no later than December 30, 2026, and the Settlement Administrator shall post it to the Settlement website the same day, so that Settlement Class Members have an opportunity to review it before the Objection/Exclusion Deadline. Any amount requested but not awarded shall be redistributed to the Settlement Class or the *cy pres* recipient, as applicable, in accordance with the Agreement. The Court will rule on the motion at or after the Final Approval Hearing.

16. **Motion for Final Approval.** So that the motion may report on the complete sixty (60) day Objection/Exclusion Period, Class Counsel shall file the motion for final approval no later than January 15, 2027, five (5) days before the Final Approval Hearing, together with the

Settlement Administrator's declaration regarding Notice, Supplemental Notice, Reminder Notice, requests for exclusion, and objections, and the Parties' responses to any timely objections. No later than January 19, 2027, the Settlement Administrator shall file a supplemental declaration reporting any requests for exclusion or objections postmarked before January 14, 2027, but received after its initial declaration, and the Parties may file a brief response to any such objection by the same date.

17. **Final Approval Hearing.** The Court will hold the Final Approval Hearing on **January 20, 2027, at 10:30 a.m. Central Time**, in person, in Courtroom 1241 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, to determine whether the Settlement Class should be finally certified; whether to award attorneys' fees, costs, and the Service Award; and whether to enter final judgment.

18. **Schedule.** The Court adopts the following schedule:

Event	**Deadline**
Defendant provides to Class Counsel and the Settlement Administrator the Class List with known contact information	November 2, 2026
Defendant provides to Class Counsel and the Settlement Administrator the list of all staffing agencies and contractors that provided to Defendant any Class Contractor	November 2, 2026
Joint Letters delivered to the staffing agencies and contractors listed by Defendant	November 2, 2026
Defendant provides supplemental contact information and Social Security numbers, if known	November 6, 2026
Staffing agencies and contractors produce contact information	November 12, 2026
Settlement website and toll-free number operational	November 15, 2026
Notice Date — initial Notice by U.S. mail, email, and text message	November 15, 2026
Settlement Administrator sends First Reminder Notice by email, text message and postcard	December 15, 2026
Class Counsel files, and the Settlement Administrator posts, the motion for attorneys' fees, costs, and Service Award	December 30, 2026
Settlement Administrator disseminates Second Reminder Notice by email, text message, and postcard	January 7, 2027
Objection/Exclusion Deadline — sixty (60) days after November 15, 2026	January 14, 2027
Class Counsel files motion for Final Approval — five (5) days before the Final Approval Hearing — with the Settlement Administrator's declaration and responses to any objections	January 15, 2027

Settlement Administrator's supplemental declaration	January 19, 2027
Final Approval Hearing	January 20, 2027, at 10:30 a.m. CT, Courtroom 1241, Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604

16. **Funding; No Reversion.** Defendant shall fund the Maximum Gross Fund into the Qualified Settlement Fund as provided in the Agreement. No portion of the Maximum Gross Fund or Net Fund shall revert to Defendant. Funds from Settlement Payment checks that remain uncashed 180 days after issuance shall, subject to further approval of the Court, be paid to the *cy pres* recipient, the Electronic Privacy Information Center.

17. **Stay of Proceedings.** Pending the Final Approval Hearing, all proceedings in this action, other than those necessary to carry out or enforce the terms of the Agreement and this Order, are stayed, and all pending deadlines are vacated.

18. **No Admission.** Neither this Order, the Agreement, nor any document or statement related to the Settlement shall be construed as, or offered or received as, an admission or concession by any Party of any liability, wrongdoing, or the appropriateness of class certification for any purpose other than settlement. If the Settlement is not finally approved, or is terminated pursuant to Section 15 of the Agreement, the Parties shall be restored to their respective positions as though the Agreement had never been executed.

19. **Continuance.** The Court may, for good cause, continue the Final Approval Hearing and modify any of the deadlines set forth in this Order without further notice to the Settlement Class, other than notice posted to the Settlement website.

20. **Retention of Jurisdiction.** The Court retains jurisdiction over this action and the Parties for all matters relating to the interpretation, administration, implementation, and enforcement of the Agreement and this Order.

IT IS SO ORDERED.

Dated: November 3, 2026

Hon. Sharon Johnson Coleman
United States District Judge