

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

TINA VELASCO, individually and on behalf  
of all others similarly situated,

*Plaintiff,*

v.

BELMONT GROCERIES, LLC, d/b/a  
RICH'S FRESH MARKET

*Defendant.*

Case No. 2023-CH-01077

Calendar 14

Courtroom 2301

Hon. Clare J. Quish

**DECLARATION OF J. DOMINICK LARRY IN SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARD**

Pursuant to 735 ILCS 5/1-109, I, J. Dominick Larry, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of Illinois. I am the owner of Nick Larry Law LLC, which has been retained to represent Plaintiff and the Class in this matter.

2. I make this Declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award. I am over 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise.

***Background and Experience***

3. I have spent nearly my entire career practicing consumer class actions, focusing particularly on privacy, security, and technology claims. In June 2020, I formed Nick Larry Law LLC to continue pursuing those types of cases.

4. I began my career at Edelson McGuire, LLC (now Edelson PC) in 2011 as a summer associate. I continued working at Edelson through my third year at Northwestern University School of Law, and then from graduation in 2012 until early 2017, when I left the firm.

5. During my time at Edelson, I was responsible for litigating dozens of consumer class actions, including several high-profile cases of first impression.

6. Most relevant here, I was part of the team responsible the first consumer class action asserting BIPA violations, *Licata v. Facebook*, Case No. 2015-CH-05427 (Cook Co. Apr. 1, 2015), later removed, transferred and coordinated with other proceedings under the caption *In re Facebook Biometric Information Privacy Litig.*, No. 15-cv-3747 (N.D. Cal.). From filing until I left the firm nearly two years later, I was the senior associate on the case, and was responsible for all aspects of case management, including assisting with case development, and briefing many issues that helped shape BIPA litigation in recent years.

7. I was also part of the team that obtained the first class-wide BIPA settlement, in *Sekura v. L.A. Tan Enterps.*, No. 2015-CH-16694 (Cir. Ct. Cook Co.), and was responsible for briefing and arguing novel BIPA issues in several cases then pending.

8. I was also part of the team at Edelson that secured a \$14 million settlement in *Dunstan v. comScore*, No. 11-cv-5807 (N.D. Ill.), a case asserting that the defendant violated the Electronic Communications Privacy Act, Stored Communications Act, Computer Fraud and Abuse Act, Illinois Consumer Fraud and Deceptive Practices Act, and was unjustly enriched, by installing sophisticated analytics spyware on the computers of millions of consumers nationwide. When Judge Holderman certified the proposed class, it was believed to be the largest privacy class certified to date.

9. Along with other lawyers, I was appointed lead class counsel on *In re LinkedIn User Privacy Litig.*, No. 12-cv-3088 (N.D. Cal.), a consolidated class action arising out of LinkedIn's well-publicized 2012 data breach. I was responsible for the amended pleadings, hiring

and overseeing plaintiffs' data-security and behavioral-economics testifying expert, and briefing and arguing the motion to dismiss. Those efforts resulted in the Court endorsing a novel, consumer-fraud based theory of liability for failure to employ industry-standard security measures. *See In re LinkedIn*, 2014 WL 1323713 (N.D. Cal. Mar. 28, 2014). After the parties negotiated a class settlement, I was responsible for briefing and arguing preliminary approval, final approval, and the petition for attorneys' fees, costs, and incentive award.

10. Additionally, I was responsible for developing the first cases under Michigan's Preservation of Personal Privacy Act. From outlining the theory of liability to screening clients and preparing complaints, through to handling motion to dismiss briefing and discovery, I was directly involved in advancing this new area of law. As a result of the favorable case-law created, *see Halaburda v. Bauer Pub. Co., LP*, No. 12-cv-12831, 2013 WL 4012827 (E.D. Mich. Aug. 5, 2013) (a case in which, along with my co-counsel, I was appointed class counsel), millions of Michiganders have recovered well over \$100 million from various publishers.

11. In addition to novel data-privacy cases under those statutes and others, I was regularly responsible for litigating TCPA class actions against financial institutions, consumer-fraud claims against technology companies, and more.

12. After leaving Edelson, I worked at two more firms before opening my own firm in June 2020. During those intervening years, I performed plaintiff's litigation on behalf of corporate clients, was plaintiff's counsel on consumer class actions, and represented thousands of consumers in individual arbitrations.

13. Since launching my own firm, I have acted as lead counsel in dozens of class and individual actions in state and federal courts, and have been appointed as class counsel in several

class actions, including BIPA class actions. *See Hosch v. Drybar Holdings LLC*, No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.); *Rivera v. Am. Freedom Ins. Co.*, No. 2020-CH-06596 (Cir. Ct. Cook Cnty., Ill.); *Bertasiute v. The Hari Group, Inc., et al.*, No. 2020-CH-07055 (Cir. Ct. Cook Cnty., Ill.); *Morrissey v. Tula Life Inc.*, No. 2021-L-000646 (18th Judicial Cir., DuPage Cnty., Ill.); *Watson v. E.T. Browne Drug Co., Inc.*, No. 2022-LA-000151 (18th Judicial Cir., DuPage Cnty., Ill.); *Rogers v. Border Foods, Inc., et al.*, No. 2021-L-0000019 (17th Judicial Cir., Winnebago Cnty., Ill.); *Tapia-Rendon v. United Tape & Finishing Co. Inc.*, No. 21-cv-3400, 2023 WL 5228178 (N.D. Ill. Aug. 15, 2023) (appointed as class counsel in BIPA case against fingerprint-timeclock vendor), *reconsideration denied*, No. 21-cv-3400, 2024 WL 406513 (N.D. Ill. Feb. 2, 2024); *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333 (Cir. Ct. Cook Cnty., Ill.).

14. I was also counsel for the State of Texas in its biometric-privacy litigation against Meta Platforms, Inc., which resulted in a recovery of \$1.4 billion for the State. *See Nadia Lathan, Meta agrees to \$1.4B settlement with Texas in privacy lawsuit over facial recognition*, Associated Press (July 30, 2024), <https://apnews.com/article/texas-attorney-general-meta-settlement-3ed4d9c3c3abc4494a3731eac8643e4e>.

### ***Procedural History***

15. Plaintiff filed her complaint on February 2, 2023, and filed an amended complaint on September 14, 2023.

16. Defendant answered the amended complaint on November 13, 2023, and Plaintiff served her first set of requests for production, requests for admission, and interrogatories on November 15, 2023.

17. Defendant responded to Plaintiff's discovery requests on January 10, 2024 and made its document production on March 15, 2024.

18. Defendant served Plaintiff with interrogatories and requests for production on January 11, 2024, which Plaintiff answered on February 22, 2024.

19. Plaintiff served a second round of requests for production and interrogatories on February 26, 2024, and subpoenaed Defendant's timekeeping vendors on April 1, 2024. Defendant answered Plaintiff's second set of discovery requests on April 5, 2024.

20. Plaintiff filed a second amended complaint with the Court's leave on July 26, 2024, adding a common-law claim for intrusion upon seclusion.

### *Negotiations and Settlement*

21. Throughout this litigation, I have been confident in Plaintiff's likelihood of success on the merits. That said, all litigation poses substantial risks, and this case was no different. In addition to defenses common to BIPA litigation, Defendant could contend that its timekeeping vendor, rather than Defendant itself, had captured and possessed the Class's biometrics, and that a separate class-wide BIPA settlement with that vendor should bar or reduce this Class's recovery. Discovery also showed that Defendant had implemented a BIPA-consent form on August 1, 2022, and had required employees to sign it, giving it a strong defense as to potential class members hired after that date. Had any of Defendant's defenses succeeded, it would have curtailed or eliminated the possibility of a class-wide recovery.

22. Recognizing the degree and magnitude of uncertainty facing each side, the Parties saw an opportunity for settlement. The Parties began discussing the possibility of settlement

shortly after Defendant appeared. Those discussions did not result in resolution, but the parties continued to discuss as the litigation started.

23. While the parties held their initial settlement discussions, coverage disputes ensued between Defendant and its insurers, culminating in the filing of three different declaratory-judgment complaints by Defendant's insurers, each of which named Ms. Velasco as a nominal defendant.

24. I represented Ms. Velasco in the coverage disputes, and at the time the parties settled this case in principle, the defendants in two of the coverage actions had filed motions for judgment on the pleadings, and responses to the same had been filed.

25. When it became clear that Defendant's insurers were disputing coverage and were unlikely to fully fund a settlement, I began discussing with Defendant's counsel Defendant's ability to fund a settlement itself. Defendant contended that, as a single-location grocery store, its ability to fund a judgment or settlement was limited, particularly in the absence of agreed coverage from the insurers.

26. Those discussions ultimately led to Defendant providing detailed financial statements in advance of the first settlement conference with Judge Conlon.

27. During the parties' in-person settlement conference with Judge Conlon on July 2, 2024, the parties made progress, but ultimately were unable to reach an agreement. During the settlement conference, the parties had frank discussions with Judge Conlon regarding Defendant's financials and its ability to fund a settlement. The parties ended the settlement conference with Plaintiff having requested additional financial information, and Judge Conlon offering to host a second settlement conference if the parties thought it worthwhile.

28. Defendant ultimately provided the additional information requested by Plaintiff, and the parties scheduled a second in-person settlement conference with Judge Conlon on August 30, 2024. During the second settlement progress, the parties made substantial progress but did not reach a resolution. In the weeks that followed, however, the parties were able to bridge the remaining gap, before ultimately reaching an agreement in principle on September 27, 2024. The parties have spent the subsequent weeks working with each other and the Settlement Administrator to finalize the settlement agreement and notices.

29. The Court granted preliminary approval to the Settlement on December 18, 2024, and the Settlement Administrator disseminated the approved notice on January 17, 2025. To date, Class Counsel has received or been made aware of any Class member objecting to the Settlement or opting out of the Settlement Class.

***Plaintiff's Involvement in Securing the Recovery***

30. Ms. Velasco was actively involved in the litigation throughout. She assisted counsel with the investigation of this action; reviewed and approved of the drafting of the complaint; assisted with, reviewed, and approved of her discovery responses; maintained regular contact with counsel regarding the status of the litigation and settlement; and took the time to attend both settlement conferences with Judge Conlon in person. Ms. Velasco also assisted with and approved of all settlement positions, before, during, and after the settlement conferences.

31. Ms. Velasco was not promised any award of any sort in exchange for participating in this case.

32. But for Ms. Velasco's willingness to pursue the claims on the Class's behalf and contribute as discussed above, there would have been no recovery for the Class.

*Expenses Incurred*

33. To date, my firm has incurred \$1,833.22 in litigation expenses relating to the pursuit of the Class's claims.

34. Those expenses included \$1,395.68 in filing fees, as follows:

- \$617.85 in filing and processing fees for Plaintiff's complaint and jury demand in this case;
- \$6.17 in filing fees and processing fees for the issuance of an alias summons in this case; and
- \$257.22 in appearance and processing fees in each of the three insurance-coverage actions between Defendant and its insurers, in which Plaintiff was named as a nominal defendant, for a total of \$771.66.

35. The expenses incurred also included \$98.58 in parking and transportation costs, including \$22.59 in rideshare costs for Class Counsel's attendance at the first settlement conference, \$57.00 for Plaintiff to park for the first settlement conference, and \$18.99 for Class Counsel to park for the second settlement conference.

36. My firm's expenses have also included \$28.70 for printing and delivery of Plaintiff's motion for preliminary approval and the supporting papers.

37. I expect that my firm will incur further expenses, likely of roughly \$25 to \$50 per motion for printing and delivery of Plaintiff's fee petition and motion for final approval.

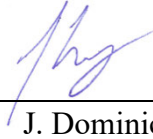
38. The costs identified above were necessarily incurred to secure the relief for the Class.

39. Based on my experience in similar cases, the amounts charged for each expense were reasonable and customary.



I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Executed on February 28, 2025, in Chicago, Illinois.



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J. Dominick Larry