

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lark, et al. v. McDonald's USA, LLC, et al., Case No. 17-L-559
Arthur, et al., v. McDonald's USA, LLC, et al., Case No. 20-L-0891
Circuit Court, St. Clair County, Illinois

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A PROPOSED CLASS ACTION SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT.

This is a Court-authorized notice of a proposed class action settlement.

1. WHAT IS THIS NOTICE?

This is a Court-authorized notice of a proposed settlement (the "Settlement" or "Settlement Agreement") in the class action lawsuits, *Lark, et al. v. McDonald's USA, LLC, et al.*, Case No. 17-L-559 and *Arthur, et al., v. McDonald's USA, LLC, et al.*, Case No. 20-L-0891 (collectively, the "Litigations"), pending in the Circuit Court of St. Clair County, Illinois before the Honorable Heinz Rudolf (the "Court"). The Settlement would resolve the Litigations on behalf of persons employed at any McDonald's-brand restaurant in Illinois who logged onto, interfaced with, or used any software, systems, or devices that used the individual's finger, hand, face, retina, or any biometric identifier of any type in any McDonald's-brand restaurant in Illinois (the "Settlement Class").

On November 29, 2021, the Court granted preliminary approval of the Settlement Agreement and directed that this Class Notice be distributed to members of the Settlement Class. A Final Approval Hearing will be held in the St. Clair County Courthouse on February 25, 2022, to determine whether the Settlement should be granted Final Approval Hearing. This Class Notice explains the nature of the Litigations, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

2. WHAT ARE THE LITIGATIONS ABOUT?

The Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, prohibits private companies from collecting, capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information of another individual for any purpose without first providing such individual with certain written disclosures and obtaining written consent. The Litigations allege that McDonald's Corporation, McDonald's USA, LLC, McDonald's Restaurants of Illinois, Inc., and McDonald's franchisees that operate McDonald's-brand restaurants in Illinois (collectively, "Defendants") violated BIPA by requiring certain current and/or former employees to submit their biometric identifiers and/or biometric information without first providing the requisite disclosures or obtaining the requisite consents. For their part, Defendants assert that they complied with BIPA at all times and deny that there is merit to the claims.

3. WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class Members." When a class action is settled, the settlement, which must be approved by the court, resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

The Litigations covered by this Settlement were originally filed as two separate class action lawsuits, which made the same allegations, but against different groups of Defendants. The Litigations have been consolidated before Judge Rudolf for the purposes of settlement.

The Class Representatives who filed the Litigations are Reginald Lark, Haleigh Rae Besinger, Xavier Casillas, Erin Castrejon, Brandon Chaples, Creighton Colson, James Cowan, Shayne Emery, Stacie Ferguson, Andrea Franklin, Sarah Furlong, Anthony Gant, Ivan Gonzalez, Oscar Gutierrez, Alonzo Johnson, Tiffany Johnston, Alexandria Krispin, Charlene Lybarger, Gabriela Mize, Alyssa Moore, Brianna Moore, Kristen Oettle, Thomas Pearce, Thaddeus Phillips, Aaron Emanuel Rivera, Bryton Roach, Phillip Ross, Josue Salgado, Jeff Sansone, Kelsi Schwartz, Shane Snyder, Johnathan Sutton, Rhonda Tandy, Michael Warren, Aaron Weiss, Allison Arthur, Kyle Arthur, Makyeya Daniels, Tiffany Gomez, LaShunda Hicks, Ky'Aron Manning, Brett Prather, and David Truetner, all of whom either currently or formerly work(ed) at a McDonald's-brand restaurant in Illinois ("Class Representatives" or "Plaintiffs").

Questions? Visit www.ArthurLarkBIPASettlement.com or call toll free 1-855-675-3142.

4. WHY IS THERE A SETTLEMENT?

To resolve the Litigations without the expense, delay, and uncertainties of further litigation, the Plaintiffs and Defendants (collectively, the “Parties”) have reached a settlement, which resolves all claims by the Settlement Class related to the use of biometric identifiers and/or biometric information at McDonald’s-brand restaurants in Illinois. If approved by the Court, the Settlement Agreement requires the Defendants to create a Settlement Fund, which will then be used to pay valid claims by the Settlement Class, settlement administration expenses, attorneys’ fees and costs to the attorneys who filed the Litigations on behalf of the Plaintiffs (“Class Counsel”), and a service award to the Plaintiffs. The Settlement is not an admission of wrongdoing by the Defendants and does not imply that Defendants violated the law.

The Court has already preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the Settlement Class, the Court overseeing the Litigations must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only so that members of the Settlement Class can be given this Class Notice and the opportunity to exclude themselves from the Settlement Class or to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the Litigations will proceed as if there had been no settlement and no certification of the Settlement Class.

5. WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you worked at a McDonald’s-brand restaurant in Illinois and you logged onto, interfaced with, or used any software, systems, or devices that used your finger, hand, face, retina, or any biometric identifier of any type at any time through November 29, 2021. If you meet this description, you must timely submit a Claim Form to receive a check in the mail.

6. WHAT ARE MY OPTIONS?

(A) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form postmarked no later than **February 9, 2022**. You should have received a Claim Form in the mail with this Class Notice. If you need a copy of a Claim Form, you can obtain one at www.ArthurLarkBIPASettlement.com. The Claim Form must be submitted to the Settlement Administrator either online via the Settlement Website or via U.S. Mail to Arthur Lark BIPA Settlement Administrator, P.O. Box 4640, Portland, OR 97208-4640. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you.

Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.

(B) Do Nothing

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgements of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Defendants and released Parties regarding any of the Released Claims. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.***

(C) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendants and the Released Parties (as defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendants at your own risk and expense. To exclude yourself from the Settlement, you must return a signed opt-out form to the Settlement Administrator either via U.S. Mail to Arthur Lark BIPA Settlement Administrator, P.O. Box 4640, Portland, OR 97208-4640, or via email to exclusions@ArthurLarkBIPASettlement.com. The opt-out form must be postmarked no later than **February 9, 2022**.

Questions? Visit www.ArthurLarkBIPASettlement.com or call toll free 1-855-675-3142.

(D) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of St. Clair County, Illinois, #10 Public Square, Belleville, IL 62220. The objection must be received by the Court no later than **February 9, 2022**. You must also send a copy of your objection to the attorneys for all Parties to the Litigations, identified in Sections 11 and 12 below, and the Settlement Administrator at Arthur Lark BIPA Settlement Administrator, P.O. Box 4640, Portland, OR 97208-4640. The objection must be postmarked no later than **February 9, 2022**. Any objection must state: (a) your full name, address, and current telephone number; (b) the case name and number of the Litigations; (c) a statement confirming information to verify you are a Class Member; (d) all grounds for objection, with factual and legal support for the stated objection, including any supported materials; and (e) the identification of any other objections you have filed, or had filed on your behalf, in any other class action cases in the last four years. You must sign the objection. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **February 9, 2022**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be held on February 25, 2022, in Courtroom 403 of the Circuit Court of St. Clair County, Illinois, #10 Public Square, Belleville, IL 62220, in person or through counsel to show cause of why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representatives are required to state in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

For more information on how to request exclusion from the Settlement Class or file an objection, please visit the Settlement Website, www.ArthurLarkBIPASettlement.com.

7. WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. The Defendants have agreed to create a Settlement Fund of up to \$50,000,000 for the Settlement Class. Of that \$50,000,000, \$5 million is held in two reserves that will be triggered only if certain percentages of the Settlement Class return Claims Forms. All Class Members who timely return valid Claims Forms are entitled to receive a payment from the Settlement Fund. Class Members who timely submit a valid Claim Form are eligible to receive a maximum of \$375 if their employment began on or before December 31, 2018, and a maximum of \$190 if their employment began on or after January 1, 2019. Dates of employment will be determined based on work records provided by Defendants and Released Parties. The actual amount received by Class Members may be less than the maximum depending on the number of Claims Forms submitted. Each Class Member remains personally responsible for ensuring the proper payment of all taxes due, as determined by the applicable taxing authority.

If the Settlement is approved, the Settlement Administrator will issue a check to each Class Member who submits a valid and timely Claim Form following the final approval of the Settlement. All checks issued to Class Members will expire and become void 120 days after they are issued. Additionally, the attorneys who brought the Litigations will ask the Court to award them attorneys' fees of up to 37% of the maximum possible Settlement Fund, plus reasonable costs, for the substantial time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representatives will also apply to the Court for a payment of up to \$2,500 for their time, effort, and service in this matter.

8. WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against the Defendants and any other Released Parties (as defined in the Settlement Agreement), relating to the use of any software, systems, or devices that used your finger, hand, face, retina, or any biometric identifier of any type in any McDonald's-brand restaurant in Illinois. Giving up your legal claim is called a release. The precise terms of the release are in Section VI of the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. This includes a waiver of any rights pursuant to provision of any federal, state, or foreign law, or principle of common law that provides:

Questions? Visit www.ArthurLarkBIPASettlement.com or call toll free 1-855-675-3142.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The information provided in this Class Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this Settlement, and all such terms, including the releases that will bind you as a Class Member if you do not opt out, are set forth fully in the Settlement Agreement that is on file with the Court and also can be found at www.ArthurLarkBIPASettlement.com. If you have any questions, you can talk for free to the Class Counsel identified below, to the Settlement Administrator at the toll-free number 1-855-675-3142, or you are welcome to talk to any other lawyer of your choosing at your own expense.

9. WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval of the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the Court order becomes final. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.ArthurLarkBIPASettlement.com, or you can contact Class Counsel at the information provided below.

10. WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the class for settlement purposes, hear any objections and arguments to the Settlement Agreement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative service award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on February 25, 2022, at Courtroom 403 of the Circuit Court of St. Clair County, Illinois, #10 Public Square, Belleville, IL 62220.

If the Settlement Agreement is given final approval, the Court will not make any determination as to the merits of the claims against the Defendants or their defenses to those claims. Instead, the Settlement Agreement's terms will take effect and the Litigations will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the Litigations, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement Agreement, if it approves the Settlement Agreement and the approval is reversed on appeal, or if the Settlement Agreement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement Agreement. Plaintiffs, Defendants, and all Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and Defendants will continue to litigate the Litigations. If the Settlement Agreement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement Agreement, or indeed anything at all.

11. WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

John J. Driscoll
THE DRISCOLL FIRM, LLC
documents@jjlegal.com
1311 Avenida Juan Ponce de Leon, 6th Floor
San Juan, PR 00907
Phone: (618) 444-6049
Fax: (314) 932-3233

Questions? Visit www.ArthurLarkBIPASettlement.com or call toll free 1-855-675-3142.

12. WHO REPRESENTS THE DEFENDANTS?

The following attorneys represent the Defendants named in the Litigations. If you intend to object to the Settlement, you must provide notice to the following attorneys, in addition to Class Counsel and the Settlement Administrator:

Michael J. Gray Efrat R. Schulman JONES DAY 77 West Wacker Chicago, IL 60601 mjgray@jonesday.com eschulman@jonesday.com	Natalie J. Kussart Phillip C. Graham SANDBERG PHOENIX & VON GONTARD, P.C. 600 Washington Avenue, 15 th Floor St. Louis, MO 63101 nkussart@sandbergphoenix.com pgraham@sandbergphoenix.com	Jamie L. Filipovic O'HAGAN MEYER, LLC One East Wacker Drive, Suite 3400 Chicago, IL 60601 jfilipovic@ohaganmeyer.com
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Sean C. Herring Jody Mason Kahn JACKSON LEWIS, P.C. 150 N. Michigan Avenue, Suite 2500 Chicago, IL 60601 sean.herring@jacksonlewis.com jody.mason@jacksonlewis.com	Steve A. Miller James M. Hux FISHER PHILLIPS, LLP 10 S. Wacker Drive, Suite 3450 Chicago, IL 60606 smiller@fisherphillips.com jhux@fisherphillips.com
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13. WHERE CAN I GET ADDITIONAL INFORMATION?

This Class Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.ArthurLarkBIPASettlement.com. If you have any questions, you can also call Class Counsel at the numbers or email addresses set forth above, or the Settlement Administrator at the toll-free number 1-855-675-3142. In addition to the documents available on the case website, all pleadings and documents filed with the Court may be reviewed or copied at the Office of the Clerk.

Please do not call the Judge, the Clerk of Court, or Defendants' Counsel about this case. They will not be able to give you advice on your options.

Questions? Visit www.ArthurLarkBIPASettlement.com or call toll free 1-855-675-3142.