

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered between Plaintiffs 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, Johnathin Sutton, Rhonda Tandy, Michael Warren, Aaron Weiss, Allison Arthur, Kyle Arthur, Makyeia Daniels, Tiffany Gomez, LaShunda Hicks, Ky’Aron Manning, Brett Prather, and David Truetner, individually and on behalf of Class Members as defined below, and the Defendants, as defined herein, to resolve (1) *Lark, et al. v. McDonald’s USA, LLC, et al.*, Case No. 17-L-559 (“*Lark* Litigation”) and (2) *Arthur, et al., v. McDonald’s USA, LLC, et al.*, Case No. 20-L-0891 (“*Arthur* Litigation”), which are currently pending in the Circuit Court of St. Clair County, Illinois.

I. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

1. “**Agreement**” means this Settlement Agreement and Release.
2. “**Claim Form**” shall mean the proof of claim agreed to by the Parties and to be submitted for approval by the Court which shall be used by certain Class Members as described herein to file a claim under this Agreement.
3. “**Class Counsel**” shall mean John J. Driscoll, The Driscoll Firm, LLC, 1311 Ponce de Leon, 6th Floor, San Juan, PR 00907.
4. “**Class Members**” or the “**Settlement Class**” shall mean all individuals employed by any “McDonald’s Defendant” 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 or McDonald’s franchise restaurants in Illinois, including any employee of a McDonald’s Defendant who has a claim under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq., at any time through the date of preliminary approval of this Settlement. Defendants agree to this Settlement Class and provisional certification of this Settlement for settlement purposes only.
5. “**Class Notice**” shall mean the notice to Class Members that describes the material terms of the Agreement and the Class Members’ rights and obligations, which shall be disseminated to all Class Members following preliminary approval of the Settlement pursuant to the procedures set forth herein, and which shall, *inter alia*, provide instructions on how to submit a Claim Form, or to opt out or object to the Settlement, and the deadlines for doing so.
6. “**Class Representatives**” shall mean all the current named plaintiffs in both the *Lark* and *Arthur* Litigations, including: 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, Johnathin Sutton, Rhonda Tandy, Michael Warren, Aaron Weiss, Allison Arthur, Kyle Arthur, Makyeia Daniels, Tiffany Gomez, LaShunda Hicks, Ky'Aron Manning, Brett Prather, and David Truetner.

7. “**Defendants**” shall mean all defendants named in the *Lark* and *Arthur* Litigations.

8. “**Effective Date**” shall mean the date when the Court enters an order granting final approval of the Settlement if no timely objections are filed to the Settlement, or if timely objections to the Settlement are filed but no objector successfully moves to intervene for purposes of appeal. If timely objections are filed to the Settlement and any objector or objectors successfully intervenes for the purposes of appeal, the “Effective Date” shall be the 61st day following the date on which the Court enters an order of final approval of the Settlement; except that if an appeal is filed from the Court’s overruling of objections to the Settlement and/or from the Final Approval Order (other than an appeal limited solely to a challenge to the denial or reduction in the amount of requested attorneys’ fees and expenses and/or service payments to the Class Representatives), the “Effective Date” shall be 30 days after the appeal is withdrawn or after all appellate review thereof is exhausted and an appellate decision exhausting such review and affirming the final approval decision becomes final.

9. “**Final Approval Hearing**” shall mean the hearing following Class Notice at which the Court will consider whether the terms of this Agreement are fair, adequate, and reasonable to the class as a whole, which is to take place on February 28, 2022, or as soon thereafter as the matter may be heard.

10. “**Final Approval Order**” shall mean the order granting final approval of the Settlement and entering judgment thereon and dismissing the Litigations and all Defendants with prejudice, in a form mutually agreed to by the Parties, and subject to approval by the Court.

11. “**Gross Settlement Amount**” shall mean up to \$50,000,000 to resolve the Litigations. This amount is inclusive of all payments made to Class Representatives; Class Members; Class Counsel’s attorney’s fees and costs approved by the Court; any Court-approved service awards to Class Representatives; and costs and expenses associated with settlement administration. \$5 million of the \$50,000,000 consists of two reserves. Reserve A, consisting of \$2,500,000, is available only in the event that more than 60% of the Settlement Class submit valid and timely Claim Forms. Reserve B, consisting of an additional \$2,500,000, is available only in the event that more than 75% of the Settlement Class submit valid and timely Claim Forms. The Gross Settlement Amount is the maximum amount Defendants and their insurers shall pay under this Settlement and under no circumstances shall Defendants and/or their insurers be required to make additional payments beyond this amount.

12. “**Litigations**” shall mean the cases *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, currently pending in the Circuit Court of St. Clair County, Illinois.

13. **“McDonald’s Defendants”** shall refer to McDonald’s Corporation, McDonald’s USA, LLC, McDonald’s Restaurants of Illinois, Inc., and any franchisees and entities or individuals operating and/or managing McDonald’s brand restaurants in Illinois at any time through the date of final approval, along with their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, and individuals.

14. **“Parties”** means the parties to the Agreement, specifically, the Class Representatives, individually and on behalf of all Class Members, and Defendants.

15. **“Preliminary Approval Order”** shall mean the order entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement.

16. **“Released Parties”** shall refer, jointly and severally, and individually and collectively, to (1) McDonald’s Corporation, McDonald’s USA, LLC, McDonald’s Restaurants of Illinois, Inc., and any franchisees and entities or individuals operating and/or managing McDonald’s brand restaurants in Illinois at any time through the date of final approval, along with their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, and individuals (collectively, “McDonald’s Defendants”), as well as insurers and reinsurers of the McDonald’s Defendants, including but not limited to Certain Underwriters at Lloyd’s (subscribing to Cyber Liability Insurance Policy No. B1262FI0532716 issued to McDonald’s for the period September 30, 2016 to September 30, 2017), American Family Mutual Insurance Company, S.I. and Austin Mutual Insurance Company and their affiliates, Certain Underwriters at Lloyd’s, Syndicate 2623/623 (“Beazley”) subscribing to Master Policy No. B1230FC08829A18, B1230FC08829A19, and B1230FC08829A20, and RSUI Indemnity Company; (2) any entities or persons (former or present), including vendors, with whom McDonald’s Defendants have done business in relation to any McDonald’s location in Illinois, and their respective affiliated persons and entities, which include, but are not limited to, estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, joint venturers, partners, limited partners, owners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, management companies, individuals, insurers and reinsurers; and (3) any other entity or person affiliated with any of the entities or persons in this Paragraph, which Plaintiffs or any Settlement Class Member claims, might claim, or could have claimed to be liable in any court or administrative proceeding. Notwithstanding the foregoing, claims arising under the BIPA against the following entities that are brought by employees of those entities are not released herein: BMD Corporation; Carnagio Enterprises, Inc.; Nornat Management Services, Inc.; Schmitt Management Corporation; and Schmitt-Orchard LLC.

17. “**Response Deadline**” means the deadline by which Class Members must postmark to the Settlement Administrator valid requests to opt out, valid Claim Forms, or valid objections to the Settlement. The Response Deadline will be 50 days from the postmark date initial mailing of the Class Notice by the Settlement Administrator, unless the 50th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

18. “**Settlement**” shall refer to this Agreement to settle the claims as set forth and embodied in this Agreement.

19. “**Settlement Administrator**” shall mean Epiq, the third-party agent that shall implement and administer the notice and claims process and distribution of settlement monetary proceeds.

20. “**Settlement Website**” shall mean a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of this Agreement, copies of the operative complaint in the *Arthur* and *Lark* Litigations, and Court orders related to the approval of the Settlement. The URL of the Settlement Website shall be www.ArthurLarkBIPASettlement.com.

II. FACTUAL BACKGROUND AND RECITALS

21. On September 27, 2017, Plaintiffs Macy Koeneman and Krista Noell¹ filed a putative class action lawsuit against McDonald’s Corporation and McDonald’s USA, LLC, and unnamed “Doe Defendants” in the Twentieth Judicial Circuit Court of St. Clair County, Illinois, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, et seq. (“BIPA”) (referred to as the “*Lark* Litigation”), arising from allegations that Plaintiffs Koeneman’s and Noell’s, and other McDonald’s-brand restaurant employees’ biometric information was improperly collected, stored, used, and disseminated.

22. The parties agreed to mediate the *Lark* Litigation before the Hon. Judge Morton Denlow (retired). Following the unsuccessful mediation, Plaintiffs Noell and Koeneman amended their complaint on June 17, 2019, to add McDonald’s Restaurants of Illinois, Inc. and 26 additional McDonald’s franchisee entities as defendants and 39 additional named plaintiffs. The First Amended Complaint contained an identical eight causes of action for each of the 32 defendants: (1) failure to establish a publicly available policy (740 ILCS 14/15(a)); (2) failure to comply with established retention schedule and destruction guidelines (740 ILCS 14/15(a)); (3) failure to inform of collection and/or storage (740 ILCS 14/15(b)(1)); (4) failure to inform of specific purpose and length of term (740 ILCS 14/15(b)(2)); (5) failure to obtain written release (740 ILCS 14/15(b)(3)); (6) unauthorized disclosure, re-disclosure or dissemination (740 ILCS 14/15(d)); (7) failure to use reasonable standard of care (740 ILCS 14/15(e)(1)); and (8) failure to use same standard as other confidential and sensitive information (740 ILCS 14/15(e)(2)).

¹ On August 13, 2018, Plaintiff Koeneman voluntarily dismissed her claims when her counsel received her signed written release. On August 16, 2018, Plaintiffs filed a motion for class certification but the motion has not been set for hearing or briefed. Plaintiff Noell dismissed her own case on October 22, 2019.

23. In response, certain franchisee defendants filed motions to dismiss, transfer venue, and sever. Plaintiffs responded with motions for leave to file a Second Amended Complaint and Third Amended Complaint; the Court granted those motions over the defendants' objections. Plaintiffs filed their Second Amended Complaint on October 29, 2019 and filed their Third Amended Complaint on November 25, 2019. Both amendments removed certain named plaintiffs and defendants and added back certain other defendants. Certain franchisee defendants filed motions to dismiss, transfer venue, and sever in response to the Third Amended Complaint. Those motions remain pending, along with a motion to substitute the current Judge and plaintiffs' Motion for Leave to Amend.

24. Throughout the course of the *Lark* Litigation, six defendants exercised their statutory right to substitute the judges presiding over the matter, and plaintiffs exercised their statutory right to substitute the judge once. The *Lark* Litigation is currently pending before the Hon. Judge Andrew Gleeson.

25. To date the Parties have engaged in motion practice and extensive discovery in the *Lark* Litigation.

26. On November 10, 2020, Plaintiffs Allison Arthur, Kyle Arthur, Ma-Kyeia Daniels, Tiffany Gomez, LaShunda Hicks, Ky' Aron Manning, Brett Prather, and Davit Truetner filed a putative class action lawsuit against McDonald's Corporation, McDonald's USA, LLC and 214 McDonald's franchise entities in the Twentieth Judicial Circuit Court of St. Clair County, Illinois ("*Arthur* Litigation"). Like *Lark*, the *Arthur* Litigation alleged violations of the Illinois BIPA for improper collection, storage, use, and dissemination of biometric information. The *Arthur* Litigation is currently pending before the Hon. Heinz M. Rudolf.

27. The Parties retained former U.S. District Court Judge Layn Phillips (Ret.) to serve as mediator of both the *Lark* and *Arthur* Litigations. Judge Phillips held full-day mediation sessions on March 11, 2021, and April 7, 2021. When those mediation sessions failed to result in an agreement, the Parties continued to engage in negotiations with the assistance of Judge Phillips for the next several months. On September 17, 2021, Judge Rudolf in the *Arthur* Litigation ordered to Parties to engage the Hon. Lloyd Cueto (Ret.) as an additional mediator. The Parties continued to have negotiations through both Judge Phillips and Judge Cueto for the next several weeks.

28. As a result of these several months of negotiations, the Parties reached agreement on the terms of a settlement that will resolve both the *Lark* and *Arthur* Litigations and, as set forth herein, all claims that relate to or arise out of the allegations in the *Lark* and *Arthur* Litigations and that relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, ordinance, or common law.

29. As part of the settlement, the Parties have agreed to consolidate the *Lark* Litigation with the *Arthur* Litigation for purposes of seeking approval of the settlement with Judge Rudolf according to the terms and conditions set forth herein, in recognition that the outcome of both Litigations is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

30. Defendants deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that the Class Representatives have asserted in the Litigations. Nonetheless, Defendants desire to settle the Litigations, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of the matters being fully settled and finally put to rest in this Agreement. Neither this Agreement, nor any negotiation or act performed or document created in relation to the Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

31. Class Representatives and Class Counsel have conducted an investigation into the facts and the law regarding the Litigations and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Class Representatives and the Class Members, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be protracted and expensive if not settled by voluntary agreement; and (d) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential recovery and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery at all.

32. Therefore, in consideration of the recitals listed above and the promises, releases, and warranties set forth herein, and with the Parties' intent to be legally bound and to acknowledge the sufficiency of the consideration and undertaking set forth herein, the Class Representatives, individually and on behalf of the Class Members, on the one hand, and the Defendants, on the other hand, agree that the Litigations shall be and are finally and fully compromised and settled as to the Released Parties, on the terms and conditions set forth herein, subject to Court approval.

III. PRELIMINARY APPROVAL

33. **Procedures.** The Parties agree to the following procedures for obtaining the *Arthur* Court's preliminary approval of the Settlement, notifying Class Members, obtaining final Court approval of the Settlement, and administering the Settlement. The Parties shall cooperate in good faith in attempting to coordinate timelines and distribution schedules for this Settlement, to minimize costs and promote the efficient administration of the Settlement.

34. **Preliminary Approval of Settlement and Request for Preliminary Approval Order.** After the Agreement is executed, Class Representatives shall file a motion requesting that the Court enter the Preliminary Approval Order, which shall include a request that the Court certify the Settlement Class for purposes of effectuating the Settlement. Defendants agree to certification of the Settlement Class for purposes of this Settlement only. The motion and supporting papers shall be consistent with the terms of this Agreement, and Class Representatives shall provide Defendants with a draft of the motion for Defendants' review and comment no fewer than 10 days prior to filing. The requested Preliminary Approval Order shall:

- a. Preliminarily approve the proposed Settlement and this Agreement;
- b. Certify the Settlement Class for purposes of this Settlement only;

- c. Stay the Litigations, such that no Party will initiate or continue any proceedings or requests for relief relating to the events underlying the Litigations;
- d. Approve the plan for providing notice to the Class Members under this Agreement, including the form of the Class Notice and the Claim Form;
- e. Approve the procedures for distribution of payments to Class Members under this Agreement;
- f. Approve the procedures for Class Members to file Claim Forms, object to the Settlement, or opt out of the Settlement, including by setting appropriate deadlines;
- g. Approve designation of Class Representatives as class representatives for the Class Members, and Class Counsel as counsel for the Class Members for purposes of this Settlement; and
- h. Schedule the Final Approval Hearing for final approval of this Settlement and entry of Final Approval Order to take place on February 28, 2022, or as soon thereafter as the matter may be heard.

IV. CLASS NOTICE, SETTLEMENT ADMINISTRATION, FINAL APPROVAL

35. **Class List.** No later than December 7, 2021, Defendants shall provide to the Settlement Administrator a list of all Class Members (the “Class List”) that the McDonald’s Defendants will have diligently and in good faith compiled based on readily available information already within the McDonald’s Defendants’ possession. The Class List will be formatted in Microsoft Office Excel, will be password protected, and will contain the name, last known mailing address and email address (if available), employment start and end dates, and social security numbers. The Settlement Administrator shall keep contact information and social security numbers of Class Members strictly confidential, except as needed to verify Class Member identity and contact information.

36. **Notice to Class Members.** Notice of the Settlement shall be provided to Class Members. The Parties believe and agree that the following procedures for such notice provide the best practicable notice to Class Members.

- a. No later than December 21, 2021, the Settlement Administrator shall mail notice to all Class Members of the Agreement, the rights that will be extinguished under the Agreement, and the rights and the processes by which Class Members may participate in, comment on, object to, or exclude themselves from the Settlement.
- b. Notice in the form approved by the Court shall be provided via regular, First-Class mail and email for Class Members for whom postal and email addresses are available in McDonald’s Defendants’ records.

c. Class Members will be provided with postage pre-paid Claim Forms, which must be returned to the Settlement Administrator with a postmark no later than the Response Deadline.

d. Any Class Notices returned to the Settlement Administrator as non-deliverable with a forwarding address on or before the Response Deadline will be sent via regular First-Class mail to the forwarding address within 5 days of receipt of the forwarding address, and the Settlement Administrator will state the date of such re-mailing on the Class Notice.

e. No later than December 21, 2021, the Settlement Administrator shall also establish the Settlement Website that describes and includes a copy of this Agreement, and other information on how to obtain a Claim Form for individuals who believe they should be included in the Settlement Class but did not receive a Class Notice.

f. For any Class Notice that is returned by the post office as undeliverable without a forwarding address or addressee unknown, the Settlement Administrator shall perform a skip trace that shall use such public and proprietary electronic resources as are available to the Settlement Administrator that lawfully collect address data from various sources such as utility records, property tax records, motor vehicle registration records, and credit bureaus. If the Settlement Administrator is successful in locating an alternate subsequent address or addresses, the Settlement Administrator shall perform a single re-mailing of the Class Notice to the new address(es) within 10 days of receipt of the undeliverable notice.

37. **Objecting to the Settlement.** Any Class Member may object to the Settlement subject to the provisions below:

a. A written statement of objection must be (a) filed with the Clerk of the Court; and (b) sent via U.S. mail, hand delivery, or overnight delivery to Class Counsel, Defendants' Counsel, and the Settlement Administrator.

b. The objection must state: (a) the Class Member's full name, address and current telephone number; (b) the case name and number of the *Arthur* Litigation; (c) a statement confirming information to verify they 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 they have filed, or had filed on their behalf, in any other class action cases in the last four years. The objection must be signed by the Class Member.

c. If represented by counsel, the objector must also provide the name and telephone number of their counsel. If the objector intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence

at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

d. Any objection to this Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if submitted on or before the Response Deadline. The postmark date of the mailing shall be the exclusive means for determining whether an objection is timely.

e. Any Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

38. **Claim Form Submission.** This is a claims-made settlement. Class Members must submit a timely and valid Claim Form to the Settlement Administrator on or before the Response Deadline in order to receive payment. Class Members who do not submit a timely and valid claim form will not be eligible for payment.

a. Completed Claim Forms shall be submitted directly to the Settlement Administrator via U.S. Mail or online through the Settlement Website. These shall be the only two methods by which Claim Forms may be validly submitted.

b. The Settlement Website shall contain information on how to contact the Settlement Administrator, how to obtain a Claim Form if needed, and the process and deadline for submitting a Claim Form.

c. The Settlement Administrator will determine whether the Claim Form submitted by any Class Member is a timely, complete, and valid claim form that entitles the Class Member to receive a settlement payment (“Approved Claim”).

d. If a Claim Form is timely submitted but is deficient in one or more aspects, the Settlement Administrator shall, within 5 days of receipt of the deficient Claim Form, notify the Parties’ counsel of receipt of the deficient form and shall return the form to the Class Member with a letter explaining the deficiencies and informing the Class Member that he or she shall have 14 days from the date of the deficiency notice to correct the deficiencies and resubmit the Claim Form.

e. Absent mutual agreement of the Parties, no Claim Form shall be honored, and a Class Member will not be entitled to any monetary compensation, if postmarked or electronically submitted after the Response Deadline.

f. The claims rate of the Settlement Class will be determined as of the Response Deadline.

g. Within 7 days of the Response Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all the Approved Claims by Class Members and any Claim Forms received but determined not to be Approved Claims.

39. **Opting Out of the Settlement.** A Class Member who wishes to opt-out must submit a Court-approved opt-out form to the Settlement Administrator on or before the Response Deadline.

a. The opt-out form must be sent to the Settlement Administrator via U.S. Mail, and post-marked prior to the Response Deadline. In light of the COVID-19 pandemic, the Settlement Administrator shall also create a dedicated e-mail address to receive opt-out forms electronically. These are the only two methods by which opt-out forms may be validly submitted.

b. The opt-out form will be made available on the Settlement Website.

c. All Class Members who do not timely and validly opt out will be bound by the Settlement, including the terms of the Release set forth in Section VI of this Agreement.

d. If a Class Member submits both an opt-out form and a Claim Form, the opt-out form shall be deemed invalid and the Class Member's Claim Form and release of claims shall be valid and controlling.

e. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

f. Class Members who submit valid and timely opt-out forms shall not receive any payment pursuant to this Settlement, nor shall such Class Members be bound by the terms of this Settlement.

g. The Settlement Administrator shall provide copies of all opt-out forms to Counsel via weekly status updates.

h. Within 7 days after the Response Deadline, the Settlement Administrator shall provide Counsel a written list reflecting all Class Members that timely and validly submitted opt-out forms.

i. A list reflecting all Class Members who timely and validly opted-out of the settlement shall also be filed with the Court at the time of the motion for final approval of the settlement.

40. **Settlement Administrator Declaration.** No later than 3 days prior to the deadline for filing a motion for final settlement approval, the Settlement Administrator shall provide counsel for the Parties with a declaration setting forth: (a) its efforts to provide notice to the class and proof of mailing of the Class Notice; (b) the total number of individuals on the Class List who were sent a Class Notice; (c) the total number of those individuals whose Class

Notices were returned as undeliverable or addressee unknown; (d) the total number of those individuals whose Class Notices were subsequently sent to a corrected address; (e) the total number of Class Members who filed timely objections to the Settlement, along with the complete copies of all objections received, including the postmark dates for each objection; (f) the total number of individuals who requested a Claim Form; (g) the total number of individuals who submitted a Claim Form; (h) the total number of individuals who submitted valid Claim Forms and were determined to be Class Members; (i) the total number of individuals who submitted Claim Forms that were deficient, and how such deficiencies were resolved by the Settlement Administrator after conferring with counsel for the Parties; and (j) the total number of Class Members who filed valid opt-out forms, including complete copies of all opt-out forms and the postmark dates for each. The Settlement Administrator shall provide an updated declaration on these topics 3 days prior to the date of the Final Approval Hearing if any changes or additions have occurred, and again 3 days after the Effective Date of the Settlement or such other later date as the Court or the Parties may agree upon.

41. **Confidentiality of Class Member Information.** Class Counsel agree that Class Member contact information will be treated as confidential, and Class Counsel will not use such Class Member contact information for any purpose other than implementation of this Settlement.

42. **Final Approval Motion.** On February 18, 2022, or by some other date if so directed by the Court, the Parties will file in the *Arthur* Court a motion and supporting memorandum requesting: (a) final approval of the Agreement; (b) final appointment of the Class Representatives and Class Counsel; and (c) final certification of the Settlement Class (“Final Approval Motion”). At least 10 days prior to the filing of the Final Approval Motion, Class Representatives shall provide a draft of the Motion and supporting documents to Defendants for their review and comment. In conjunction with the Final Approval Motion, the Parties shall jointly submit to the *Arthur* Court a proposed Final Approval Order that, without limitation:

- a. Grants final approval to this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;
- b. Dismisses, with prejudice, all claims of the Class Members against Defendants in the Litigations, without costs and fees except as explicitly provided for in this Agreement; and
- c. Reserves continuing and exclusive jurisdiction by the *Arthur* Court over the Settlement and this Agreement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement.

43. **Final Approval Hearing.** On February 28, 2022, or as soon thereafter as the matter may be heard, the *Arthur* Court will conduct a Final Approval Hearing to determine final approval of this Settlement and to enter the Final Approval Order. Class Counsel will also seek an order determining the amounts to be paid from the Gross Settlement Fund for attorneys’ fees and expenses and service payments and any other matters as required herein. The Parties shall not object to any final approval order that is substantially in the form submitted to the Court by the

Parties. If the Court grants final approval of the Settlement, the Settlement Administrator shall post the Final Approval Order on its website within 7 days of entry of the Final Approval Order.

V. SETTLEMENT FUND

44. **Qualified Settlement Fund.** The Settlement Administrator shall establish a “qualified settlement fund” (“Qualified Settlement Fund” or “QSF”) within the meaning of Treas. Reg. § 1.468B-1. Attorneys’ fees, service award payments, and all settlement administration costs and expenses will be paid from the QSF. Payments to Class Members will be made after payment of attorneys’ fees, service award payments, and settlement administration costs and expenses. The Settlement Administrator shall notify counsel for the Parties prior to making any payments from the QSF.

45. **Deposit of Funds into QSF.** Within 30 days after entry of the Preliminary Approval Order, Defendants will deposit \$22,500,000 into the QSF. Any amounts in addition to \$22,500,000 that are necessary to meet Defendants’ obligations under this Settlement shall be deposited within 31 days after the Effective Date. Defendants shall not be obligated to fund any amount of the Gross Settlement Amount that has not been claimed by Class Members pursuant to Part IV. In no event shall the total payments made by Defendants, including Settlement Administrator’s costs and expenses, service awards, attorneys’ fees and costs, and claimed Class Member payments, exceed the Gross Settlement Amount.

46. **Class Member Payments.** Class Members will be eligible to receive a distribution from the Gross Settlement Amount less attorneys’ fees and costs, Service Award payments and settlement administration costs and expenses (“Net Settlement Amount”) through an allocation methodology and formula based on the employment dates for each Class Member. Class Members whose employment began on or before December 31, 2018 shall be entitled to up to \$375, and Settlement Class Members whose employment began on or after January 1, 2019 shall be entitled to up to \$190 (collectively, the “Maximum Payments”), such amounts to be reduced proportionately only to the extent the amount of claims submitted exceeds the Net Settlement Amount. In no event shall the amount paid to Settlement Class Members cause the Gross Settlement Amount to exceed the amounts described in Paragraph 11. Only Class Members who submit a valid and timely Claim Form will receive an allocation. Any part of the Net Settlement Amount remaining after all amounts are paid to Settlement Class Members who submit a valid and timely Claim Forms shall be retained by the Defendants and Defendants shall have no further obligation to pay such amounts to anyone.

47. **Time for Payment.** Settlement Class Members who submit a timely and valid Claim Form will be paid from the QSF established by the Settlement Administrator within 60 days of the Effective Date or, if appeals are filed as to any award(s) of attorneys’ fees and service awards, within 60 days of the resolution of such appeals.

- a. Checks shall be mailed by first class mail to the last known address of all Class Members, as reflected in the Settlement Administrator’s records following the notice procedures of Part IV of this Agreement.

b. The checks shall expire 120 days after issuance, and each check shall plainly state on its face that the check must be cashed within 120 days.

48. **Uncashed Checks.** Settlement payments not timely cashed shall revert to the Defendants. Class Members who do not cash their settlement checks within 120 days after mailing by the Settlement Administrator shall be deemed to have waived irrevocably any right in or claim to a settlement payment, but shall be bound by the Settlement and the Release provided herein.

49. **Reversion.** All residual funds remaining in the QSF after payments and expenses are paid per the terms of the Agreement shall revert to Defendants no later than 180 days after the Effective Date (or such other date as may be set with Defendants' consent to allow sufficient time for processing of claims and payments from the QSF) and may thereafter be retained by Defendants (or their insurers) as Defendants' (or their insurers') money.

50. **Service Award.** Class Counsel may request from the *Arthur* Court service award payments of up to \$2,500 for each of the Class Representatives, leaving the amount awarded solely within the discretion of the Court. Defendants will not oppose this request. Any service awards shall be paid from the Gross Settlement Amount and shall not increase the Gross Settlement Amount. Any service award shall be separate from the settlement, and approval of the settlement shall not be contingent upon any service award at all or in any particular amount.

51. **Settlement Administration Costs.** All costs and expenses by the Settlement Administrator, other agreed-upon costs and expenses related to providing notice of the proposed settlement to Class Members, and the administration of the settlement shall be paid out of the Gross Settlement Amount. In the event the proposed settlement is not approved or otherwise does not become final for any reason, all then-incurred costs and expenses by the Settlement Administrator or other agreed upon costs and expenses relating to the settlement, shall be borne by Defendants, which shall be enforceable by Court order. Neither Class Representatives nor Defendants, nor any of their attorneys and/or any other Released Party, shall have responsibility or liability for the administration of the settlement and shall have no liability in connection with, as a result of, or arising out of such administration, which liability shall be borne solely and exclusively by the Settlement Administrator.

52. **Attorneys' Fees and Costs.** Class Counsel may apply to the Court for an award of attorneys' fees and costs ("Fee Award") at least 14 days prior to the Final Approval Hearing. Class Counsel will file with the Court a motion requesting an award of attorneys' fees, costs, and expenses not to exceed \$18,500,000, approximately 37% of the settlement value, plus reasonable costs and expenses. Defendants reserve the right to oppose Class Counsel's motion. Any award of attorneys' fees and costs granted by the Court shall be paid fully from the Gross Settlement Amount within seven 7 days of the later of entry by the Court of (1) an order awarding attorneys' fees, or (2) the Final Approval Order, subject to repayment within seven 7 days in the event that the Final Approval Order or the grant of attorneys' fees are later set aside, reversed, modified or otherwise altered by the Illinois Appellate or Supreme Court. Any award of attorneys' fees and costs shall be separate from the settlement, and approval of the settlement shall not be contingent upon any attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, such a ruling will

not be grounds to terminate the Settlement. Other than as stated in this Agreement, the Class Representatives and the Class Members release the Released Parties, and the Released Parties shall have no responsibility for and no liability with respect to any attorneys' fees or cost award or allocation of any attorneys' fees award among Class Counsel and/or any other person who may assert a claim to attorneys' fees. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Any payment of the Fee Award shall be paid by the Settlement Administrator from the QSF via electronic wire transfer to an account designated by Class Counsel.

53. **Tax Treatment.** The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable under this Agreement pursuant to any federal, state, or local tax law or regulation hereunder under the EIN of the QSF account. The Settlement Administrator shall also be responsible for filing and sending Form 1099, if necessary, to recipients of money under the Agreement. Payments pursuant to this settlement will be deemed non-wage payments for which no employer side payroll taxes will be due, and no benefit shall increase or accrue as result of payments made pursuant to this settlement. Class Representatives, Class Members, and Class Counsel will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Agreement and shall defend, indemnify, and hold harmless Released Parties in relation to any claim relating to the same. Class Representatives, Class Members, and Class Counsel have not been given nor relied upon any tax advice from Released Parties or Defendants' Counsel.

VI. RELEASE

54. **Released Claims.** For all periods up to and including the date of the Final Approval Order, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Members who do not timely opt-out of the settlement, and all their respective heirs, assigns, executors, administrators, and agents, past or present, fully and without limitation release and discharge each and every Released Party from any and all claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law, regarding the collection, capture, receipt, maintenance, storage, transmission, or disclosure of biometric identifiers or biometric information that Class Members claim, might claim, or could have claimed in any court or administrative proceeding. The Released Claims include, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law.

55. **Waiver of Rights.** The Settlement is intended to extinguish all Released Claims, and, consistent with such intention, upon final approval of the Settlement, Class Members shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of any state, federal or foreign law or principle of common law, which may have the effect of limiting the Release set forth above. This shall include a waiver of any rights pursuant to provision of any federal, state, or foreign law, or principle of common law that provides:

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.

56. **Acknowledgment of Waiver.** Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the entry of the Final Approval Order to acknowledge, that the foregoing waiver was separately bargained for, is an integral element of the Settlement, and was relied upon by each and all of the Parties in entering into the Settlement.

57. **Binding Effect of Release.** Final approval of this Agreement will settle and resolve with finality on behalf of the Class Representatives and the Settlement Class, the Litigations and the Released Claims against the Released Parties in the Litigations. The Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Class Representatives and all other Class Members who do not validly and timely exclude themselves from the settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Agreement, and the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The parties will request that this *res judicata* language be included in the Final Approval Order.

58. **Timing for Effectiveness.** This Release becomes effective on the Effective Date.

59. **General Release from Class Representatives.** Except as otherwise provided herein, in consideration for the promises set forth herein, in addition to the Released Claims, each of the Class Representatives, for themselves and their respective agents, heirs, predecessors, successors, assigns, representatives and attorneys, do hereby waive, release, acquit and forever discharge each of the Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties, including but not limited to any claims arising out of or related to the Class Representatives' employment, wages, hours, or working conditions with the Defendants or the separation of their employment from Defendants, committed or omitted prior to the date of the Final Approval Order except as limited herein and by law. This additional release includes all known and unknown claims. In addition, except as to obligations created in this Agreement, Defendants agree to waive any and all claims of every nature and description, known or unknown, asserted or that might have been asserted, against each of the Class Representatives individually, committed or omitted prior to the date of the Final Approval Order.

VII. TERMINATION OF THE SETTLEMENT

60. **Opt-Out Rate.** The Agreement may be terminated and cancelled, at the sole and exclusive discretion of Defendants, if five percent (5%) or more of Class Members timely and validly exclude themselves from the Settlement Class.

61. **Failure to Obtain Final Approval.** Defendants may, but are not obligated to, terminate the settlement without further obligation if the Court does not grant final approval of or modifies the terms or conditions of the Agreement, or precludes Plaintiffs and/or Defendants from proceeding with any term or condition of the Agreement, except as otherwise stated herein.

62. **Best Efforts to Resolve / Return to Status Quo.** In the event that the Agreement is not approved by the Court, the Parties agree to use their best efforts to negotiate terms and conditions that will be approved by the Court.

63. **Failure of Settlement.** In the event the Court does not grant final approval and the Parties are unable to resolve their differences after best efforts, the Settlement will be deemed null and void, all settlement amounts shall be returned to the Defendants and their insurers, and the parties shall return to their positions prior to the execution of the Agreement. In such event the Parties agree that any order entered by the Court in furtherance of this Settlement, including an order certifying the Settlement Class, should be treated as void *ab initio*. Statements made in any settlement papers and in connection with negotiation of this Agreement shall not be deemed to prejudice in any way the positions of the Parties with respect to any litigation or judicial proceedings.

VIII. MISCELLANEOUS REPRESENTATIONS

64. **Stay of Litigation.** The Parties agree to take all steps to immediately stay the Litigations while awaiting approval of this Agreement by the Court.

65. **Confidentiality.** The Parties and counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents, comprising opinions as to the Litigations. Class Representatives and Class Counsel (including co-counsel in the Litigations) shall not make any public statement, including any statement to the press, regarding the Settlement. Similarly, Defendants and Defendants' Counsel shall not make any public statement, including any statement to the press, regarding the Settlement. This paragraph shall not be construed to limit or impede the notice requirements contained herein, nor shall this paragraph be construed to prevent Class Counsel or Defendants from notifying or explaining to potential Class Members that the Litigations have settled, or limit the representations that the Parties or their Counsel may make to the Court to assist in its evaluation of the Agreement. Defendants may also provide information about the settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws or regulations.

66. **Disputes.** If the Parties disagree over the meaning of any of the terms in this Agreement or the negotiation of, compliance, or implementation of such terms, and cannot

resolve such disagreement themselves, they agree to promptly submit the issue to mediation with the mediator who facilitated this settlement, the Hon. Layn Phillips (Ret.). The Court shall have and retain jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Agreement, and shall be the ultimate arbiter of disputes that cannot be resolved through mediation.

67. **Destruction of Files.** Within 10 days of the Effective Date, the Parties respectively agree to destroy any materials produced by the opposing parties in the Litigations.

68. **Representations and Warranties.** The Class Representatives and Class Counsel represent and warrant that no claims or causes of action referred to in any of the complaints in the Litigations, or any claims Class Representatives could have asserted, have been assigned, encumbered, or in any manner transferred in whole or in part.

69. **Cooperation.** The Parties (a) acknowledge that it is their intent to consummate this Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendants' Counsel agree to cooperate with each other in seeking Court approval of the Agreement and terms contained herein, and to endeavor to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

70. **Complete Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Class Representatives and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigations were brought by the Class Representatives or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

71. **Arms-Length Negotiations.** This Agreement is deemed to have been prepared by counsel for all Parties as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another. The Parties further acknowledge they have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

72. **Medicare Beneficiary.** Each Class Representative represents and warrants that he/she is not a Medicare beneficiary as described under Section 1862(b) of the Social Security Act and has not been treated for any physical or mental injury in relation to his/her claims being released as part of the Class settlement. As part of the claims process, each Class Member submitting a claim will represent and warrant that: (1) he/she is not a Medicare beneficiary as described under Section 1862(b) of the Social Security Act and (2) he/she has not been treated for any physical or mental injury in relation to his/her claims being released as part of the Class settlement.

73. **Binding.** Upon the Effective Date, all Class Members shall be bound by this Agreement, shall have released all Released Claims as against the Released Parties, and shall be barred and permanently enjoined from asserting, instituting, or prosecuting the Released Claims as against the Released Parties. This Agreement shall also be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties as defined herein.

74. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties related to the Settlement and the matters set forth herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, and whether by a party or its counsel, including the prior Term Sheet executed by the Parties, are superseded. No oral or written representations, warranties, or inducements have been made to any party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents.

75. **Superseding The Parties' Executed Settlement Term Sheet.** This Agreement accurately reflects and encompasses the terms of the Parties' Settlement Term Sheet, provides details regarding notice and administration and other settlement terms, and the Parties intend for it to supersede their Term Sheet once the Agreement has been fully executed. Until the Parties have fully executed the Agreement, the Parties intend for their executed Settlement Term Sheet to remain binding and enforceable.

76. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the Settlement is a fair and reasonable resolution of a bona fide BIPA dispute, and will so represent to the St. Clair County Court.

77. **Extensions of Time.** The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

78. **Calculation of Deadlines.** All references to numbers of "days" herein are to calendar days unless otherwise stated. If the deadline as calculated falls on a Saturday, Sunday, or Federal holiday, the deadline will be extended to the business day.

79. **Headings.** Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

80. **Effect of Waiver.** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.

81. **Amendments.** This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

82. **Costs.** Except as otherwise provided herein, each Party shall bear its own costs.

83. **Compromise.** The Parties specifically acknowledge, agree and admit that this Agreement, along with all related drafts, motions, pleadings, conversations, negotiations,

correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (a) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigations or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

84. **Evidence.** The Parties agree that the settlement shall have no evidentiary effect in any subsequent litigation, except to enforce the terms of the settlement, and further agree that the settlement does not constitute an admission that any group of similarly situated individuals exists to maintain a class action under 735 ILCS 5/2-801, Federal Rule of Civil Procedure 23, or any other state analogue.

85. **Execution.** This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Agreement. 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 all exchange signed counterparts.

86. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

87. **Notice to Counsel.** Unless otherwise stated herein, any notice to a Party required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

John J. Driscoll, #6276464
THE DRISCOLL FIRM, LLC
1311 Avenida Juan Ponce de Leon
6th Floor
San Juan, PR 00907
Phone: (618) 444-6049
john@jjlegal.com

If to Defendants' Counsel:

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jhux@fisherphillips.com

88. For clarity, the deadlines set forth in the Settlement Agreement above are as follows:

Date	Event
11/23/2021	Preliminary Approval Hearing/Order
12/7/2021	Defendants provide Class List to Settlement Administrator
12/21/2021	Notice mailed; Settlement Website established
12/23/2021	Defendants to Make First Deposit into QSF (30 days after Preliminary Approval)
2/8/2022	Plaintiffs to provide draft final approval motion (10 days before filing)
2/9/2022	Response Deadline (50 days after notice)
2/18/2022	Motion for Final Approval + Plaintiffs' Motion for Fees/Costs
2/28/2022	Final Approval Hearing/Order
3/20/2022	Defendants to Make Any Additional Deposits into QSF (30 days after Final Approval)
4/29/2022	Payment deadline (60 days after final approval)

89. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

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