

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS

| | | |
|---|---|---------------------|
| MARCIA SMITH, individually and on behalf of all others similarly situated, |) | |
| |) | |
| Plaintiff, |) | Case No. 2019-L-248 |
| |) | |
| v. |) | |
| |) | |
| THE TOP DIE CASTING CO., an Illinois corporation, |) | |
| |) | |
| Defendant. |) | |

CLASS ACTION SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement,” “Settlement Agreement,” or “Settlement”) is entered into by Plaintiff Marcia Smith (“Plaintiff”), on behalf of herself and on behalf of the Settlement Class, and Defendant The Top Die Casting Co. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof.

RECITALS

- A. Plaintiff filed a class action complaint against Defendant in Winnebago County, Illinois, case number 2019-L-248 (the “Action”), in which she alleged violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”).

- B. Following the filing of the lawsuit, the Parties to this Agreement began discussing the potential for a class-wide settlement and exchanged information on the underlying facts of the case and the size of the class. After considerable arms-length negotiations, including a mediation conducted by Honorable Thomas Allen (retired) of ADR, the Parties were able to reach agreement on the terms of a class-wide settlement.

- C. Plaintiff and Class Counsel conducted an examination of the law and facts relating to the allegations in the complaint and Defendant’s potential defenses. Plaintiff believes each claim asserted in the Action has merit, that she would ultimately succeed in obtaining adversarial certification of the proposed Settlement Class, and that she would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel has also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. This Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Class without delay. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved

with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

D. Defendant denies all allegations of wrongdoing and liability and has asserted defenses to Plaintiff's claims. Defendant believes its defenses have merit and that it would ultimately prevail. Nevertheless, Defendant has concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and advancing their defenses. Defendant, without admitting to the lack of merit with respect to any defenses, desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class. Defendant agrees to certification of the Settlement Class for settlement purposes only and in no way concedes that had the Parties litigated class certification that Plaintiff would have ultimately succeeded in certifying a class. If the terms of this Agreement are not ultimately approved, Defendant retains all rights and defenses to Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

NOW, THEREFORE, IT IS HEREBY AGREED by Plaintiff, the Settlement Class, and Defendant that, subject to the Court's approval after a hearing as provided for in this Settlement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 **"Action" or "Litigation"** means the case captioned *Marcia Smith v. The Top Die Casting Co.* pending in Winnebago County, Illinois, case 2019-L-248.

1.2 **"Agreement" or "Settlement Agreement"** means this settlement agreement.

1.3 **"Claim Form"** means the form attached to the Notice and substantially in the form of Exhibit A attached hereto.

1.4 **"Class Counsel"** means attorneys David Fish and Mara A. Baltabols of Fish Potter Bolaños, P.C.

1.5 **"Class Representative"** means the named plaintiff in the Action, Marcia Smith.

1.6 **"Court"** means the Circuit Court of the Seventeenth Judicial Circuit, Winnebago County, Illinois.

- 1.7 “**Defendant**” means The Top Die Casting Co.
- 1.8 “**Defendant’s Counsel**” means Hinshaw & Culbertson LLP.
- 1.9 “**Effective Date**” is defined as set forth in Section 9.
- 1.10 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel awarded by the Court to be paid out of the Settlement Fund.
- 1.11 “**Final Approval Hearing**” means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and the incentive award to the Class Representative.
- 1.12 “**Final Judgment**” means the final judgment to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing.
- 1.13 “**Notice**” means the notice of this Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class in the manner set forth in this Agreement, and in a format substantially similar to that attached hereto as Exhibit A.
- 1.14 “**Notice Date**” means the date upon which the Notice is first disseminated to the Settlement Class, which shall be a date no later than thirty (30) days after entry of Preliminary Approval.
- 1.15 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be filed with the Court and/or postmarked, which shall be designated as a date sixty (60) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice.
- 1.16 “**Plaintiff**” means Marcia Smith.
- 1.17 “**Preliminary Approval**” means the Court’s order, attached hereto as Exhibit B or an order substantially similar to Exhibit B, preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.
- 1.18 “**Released Parties**” means Defendant, McCurdy Tool & Machining Company, and Top Die Plastics Division, Inc. and each of their affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies,

firms, trusts, corporations, officers, directors, and/or other individuals or entities in which they have a controlling interest or which is affiliated with any of them, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities. Except Plaintiff and the Settlement Class Members do not release any claims they may have against Defendant's third-party vendors regarding the alleged biometric timekeeping system at issue, so long as such claims do not arise from any actions, failures to act, conduct, or activities by Defendant, McCurdy Tool & Machining Company, and Top Die Plastics Division, Inc. For the sake of clarity, to the extent Plaintiff and the Settlement Class Members attempt to hold Defendant's third-party vendors or any other party liable for any actions, failures to act, conduct, or activities by Defendant, McCurdy Tool & Machining Company, and Top Die Plastics Division, Inc., the releases herein apply.

1.19 **"Plaintiff Releasing Parties"** means Marcia Smith and her present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.20 **"Class Member Releasing Parties"** means Settlement Class Members (other than Marcia Smith) and their respective present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.21 **"Settlement Administration Expenses"** means the expenses incurred by the Settlement Administrator relating to administering this Settlement, providing Notice, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.22 **"Settlement Administrator"** means Analytics Consulting LLC or such other administrator as agreed to by the Parties, which will provide the Notice, receive and process Claim Forms, Process and distribute Settlement Payments, distribute the Court approved Fee Award to Class Counsel, distribute the incentive award, and perform other requested duties.

1.23 **"Settlement Class"** means "all persons who worked at a Top Die facility in the state of Illinois on or after July 17, 2014 whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, or otherwise obtained by Top Die and whose name appears on the class list." There are approximately 1,017 people who fall within the class definition.

Excluded from the Settlement Class are: (1) Defendant's officers and directors, (2) Class counsel, (3) any judge presiding over this Action and members of their families, (4) persons who properly execute and file a timely request for exclusion from the class, (5) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (6) the legal representatives, successors or assigns of any such excluded persons.

1.24 “**Settlement Class Member**” or “**Class Member**” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.

1.25 “**Settlement Fund**” means the amount paid by or on behalf of Defendant into the account for this Settlement established by the Settlement Administrator. The Settlement Fund shall be paid to the Settlement Administrator within fourteen (14) days of the Effective Date. The Settlement Fund is \$1,022,085.00 which shall be used to pay (1) monetary relief to Settlement Class Members who timely submit valid claim forms, (2) notice and administration costs, (3) Class Counsel’s attorneys’ fees and costs, and (4) an incentive award to Marcia Smith. As stated in Paragraph 1.23 above, there are approximately 1,017 people who fall within the Settlement Class. If the final number of those who fall within the Settlement Class is within 2% of 1,017, this Settlement remains in place as agreed and the Settlement Fund will not increase. If the final number of those who fall within the Settlement Class is 2% less than 1,017, the Settlement Fund shall decrease by \$1,005.00 for each person subtracted. If the final number of those who fall within the Settlement Class is 2% more than 1,017, the Settlement Fund shall increase by \$1,005.00 for each person added. In no event shall Defendant be required to pay any amounts in excess of \$1,022,085.00 unless the Class Size is more than 2% of 1,017 as explained in this Paragraph.

1.26 “**Settlement Payment**” means the payment Class Members will receive. Class members who Defendant directly employed (i.e., direct employees) do not need to submit a claim form to receive a monetary payment from the Settlement Fund. Class members who were employed through staffing agency (i.e., temporary employees) must submit a valid claim form in order to receive a monetary payment from the Settlement Fund.

1.27 “**Claim Form**” means the form attached to the Notice.

2. SETTLEMENT RELIEF

2.1 Settlement Payments to Settlement Class Members.

a. Class Members will receive a pro rata amount of the Settlement Fund after the incentive award to the Class Representative, Fee Award, and Settlement Administration Expenses are deducted. The pro rata amount is calculated by dividing the amount remaining in the Settlement Fund after deducting the incentive award to the Class Representative, Fee Award, and Settlement Administration Expenses by the number of Class Members.

b. Class members who Defendant directly employed (i.e., direct employees) do not need to submit a claim form to receive their pro rata share of the Settlement Fund.

c. Class members who were employed through a staffing agency (i.e., temporary employees) must submit claim forms in the form of Exhibit A within ninety (90) of the Notice Date to receive their pro rata share of the Settlement Fund. These Class Members may submit their claims form to the Settlement Administrator via U.S. mail or

email. Any of these Class Members who fail to timely submit a valid claim by such date shall be forever barred from receiving any distribution from the Settlement Fund or any other payment pursuant to this Agreement but shall in all other respects be bound by all of the terms of this Agreement, including any order entered by the Court and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any person concerning any of the Released Claims. Settlement Class Members may only submit one claim form.

e. The Settlement Administrator shall send each Settlement Class Member who is entitled to receive a pro rata share of the Settlement Fund a check for such amount within thirty (30) days of the Effective Date via First Class U.S. mail.

f. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

g. All residual funds, unclaimed funds, funds from uncashed checks, and/or funds remaining in the Settlement Fund after the Settlement Administrator makes all required payments under this Agreement shall remain with Defendant except that the first \$10,000 of such funds shall be paid to *cy pres* Prairie State Legal Services (Rockford) or such other organization selected by the Court and agreed to by the Parties.

3. RELEASES

3.1 *Class Representative's Release.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Plaintiff Releasing Parties shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged the Released Parties of any and all claims, actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, statutory claims, common law claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever from the beginning of time through the date of final judgment, including, but not limited to, all claims which were made or which could have been made by Plaintiff in the Action.

3.2 *Release by the Class Members.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Class Member Releasing Parties, and each of them shall be deemed to have released and by operation of the Final Judgment shall have fully finally and forever, released, relinquished and discharged the Released Parties from all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois

Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, arising out of or relating to the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding biometrics, including, but not limited to, biometric information, biometric identifiers, fingerprints, finger scan data, and/or hand scan data.

3.3 The claims released in the *Class Representative's Release* and the claims released in the *Release by the Class Members* are collectively referred to as the "Released Claims."

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Defendant shall provide the Settlement Administrator with a class list within fourteen (14) days of Preliminary Approval. Such list shall include each Settlement Class Member's name and last known address, provided Defendant has such information. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses of all persons strictly confidential. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses of all persons strictly confidential. The Settlement Administrator shall not share the Class List or any personal information obtained therefrom with any other party or attorney. The class list may not be used for any purpose other than effectuating this Settlement.

If Defendant does not have names and last known addresses of the temporary employees who are Settlement Class Members, it will request such information from the applicable temporary staffing agencies. If any of the applicable temporary staffing agencies do not respond within a reasonable amount of time, Defendant's Counsel or Class Counsel will subpoena such agencies for the information necessary to send Class Notice to the temporary employees who are Settlement Class Members.

The Parties will propose in the Preliminary Approval order that they submit to the Court that the temporary staffing agencies who assigned Settlement Class Members to Defendant are ordered to disclose the names and last known addresses of the Settlement Class Members to Defendant and/or to the Settlement Administrator, and personal email addresses of the Settlement Class Members to the Class Settlement administrator to the extent they have this information.

b. *Notice.* Notice and administration costs will be paid from the Settlement Fund. The Settlement Administrator shall send Notice via U.S. mail and email, if necessary, substantially in the form attached as Exhibit A to all persons in the Settlement Class to the last known mailing address for the Class Member within thirty (30) days of Preliminary Approval. To the extent that a mailing is returned the Settlement Administrator shall follow up through reasonable and practicable means that the Settlement Administrator

deems appropriate, including, but not limited to, the National Change of Address Database (“NCOA”) to identify the current location of such individual so long as the cost of such follow up does not exceed the cost of the Settlement Administrator’s budget for administering this matter. Defendant will provide additional last known contact information for a Class Member, such as a last known phone number and personal email address (where known) to the Settlement Administrator if the Class Member’s notice is returned due to an incorrect address and where no forwarding is known or could be found by the Settlement Administrator.

4.2 *Right to Intervene and Object or Comment.* Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member’s full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, e-mailed or delivered to Class Counsel and Defendant’s Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.3 *Right to Request Exclusion.* Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the name of the case and case number (*Marcia Smith v. The Top Die Casting Co.*, case number 2019-L-248), (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be physically signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in “*Marcia Smith v. The Top Die Casting Co.*, pending in Winnebago County, Illinois, case number 2019-L-248.” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class shall not (a) be

bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator’s Duties.

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Settlement Class Notice as provided in Section 4 of this Settlement Agreement.

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with reports concerning Notice, administration, and implementation of the Settlement.

c. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant’s Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant’s Counsel.

d. *Timing of Settlement Payments.* The Settlement Administrator shall make all Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within thirty (30) days after the Effective Date.

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

6.1 *Preliminary Approval.* Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter an order granting Preliminary Approval, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiff as the Class Representative of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under 735 ILCS 5/2-801 *et seq.* for settlement purposes only;

- d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness, and adequacy, to consider the application for a Fee Award and an incentive award to the Class Representative, and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement, and dismissing the Action with prejudice.

6.2 *Final Approval.* After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement;
- b. approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all Settlement Class Members and Releasing Parties;
- c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;
- d. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing this Settlement;
- e. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- f. incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting,

intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the Final Judgment and do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

6.3 *Cooperation.* The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1 *Termination.* Subject to Paragraph 9 below, the Class Representative and Defendant shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the appellate court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9 of this Agreement, is modified or reversed in any material respect by the appellate court or the Supreme Court.

8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1 Defendant will not oppose requests to pay from the Settlement Fund (1) reasonable attorneys' fees and costs up to 35% to Class Counsel and (2) an incentive award of \$10,000 to Marcia Smith. These amounts, or those ordered by the Court if different, shall be deducted from the Settlement Fund and not paid on top of the Settlement Fund. Plaintiff and Class Counsel agree not to appeal the Court's Fee Award or incentive award.

9. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

9.1 The “Effective Date” means three (3) business days following the day on which this Settlement shall become effective when all of the following have occurred:

- a. The Court enters the Final Approval Order which meets the requirements of 735 ILCS 5/2-801 through 2-807, and including the following:
 - i. approves the Settlement as fair, reasonable and adequate to the Class;
 - ii. finds that this Settlement is made in good faith; and
 - iii. dismisses with prejudice Plaintiff’s claims and the claims of the Class.

-and-

- b. One of the following occurs:
 - i. if the Final Approval Order is not appealed, the expiration of five (5) business days after the date that the Final Approval Order becomes a final and non-appealable order; or
 - ii. if the Final Approval Order is appealed, and the appeal results in a disposition that affirms the Final Approval Order, the expiration of five (5) business days after the date that the disposition becomes a final and non-appealable order.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to this section, unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Settlement. If any party is in material breach of the terms hereof, a non-breaching party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties.

9.3 Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representative, regardless of the amounts awarded, shall not prevent this Settlement from becoming effective, nor shall it be grounds for termination of this Agreement.

9.4 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the

Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

9.5 The resolution of this dispute and the terms of this Agreement are based on unique facts and circumstances relating to the underlying issues and the procedural posture of the case at the time of settlement. Therefore, nothing in this Agreement is intended to reflect a general litigation approach or an admission by either Party as to the validity of any claims and defenses or with respect to the rights of Defendant to assert defenses in any later, unrelated action.

10. MISCELLANEOUS PROVISIONS.

10.1 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 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 Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims.

10.4 The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.5 Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement:

- a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute,

the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered, or received against Defendant as, an admission, concession, or evidence of any fault;

c. is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement Class as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action;

d. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such party or Parties 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;

10.6 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.7 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

10.8 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.11 Plaintiff represents and warrants that he has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

10.12 Each counsel or other person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

10.14 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement.

10.15 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

10.16 This Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without reference to the conflicts of laws provisions thereof.

10.17 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

10.18 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel.

Dated: 06/01/2023 16:35 UTC, 2023

Marcia Smith
Plaintiff Marcia Smith

Dated: 06/01/2023 16:36 UTC, 2023

MBA
Class Counsel Mara Baltabols

Dated: June 1, 2023

Gerald McCurdy
Authorized Representative of The Top Die Casting Co.
Name: Gerald McCurdy
Title: Sec

Exhibit A
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Marcia Smith v. The Top Die Casting Co., case number 2019-L-248
(Winnebago County, Illinois)

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE
AFFECTED. A CLASS ACTION SETTLEMENT HAS BEEN REACHED UNDER
WHICH YOU MAY BE ENTITLED TO A PAYMENT.**

*This is a court-authorized notice of a proposed class action settlement. This is not a solicitation
from a lawyer and is **not** notice of a lawsuit against you.*

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit entitled *Marcia Smith v. The Top Die Casting Co.*, case number 2019-L-248, pending in Winnebago County, Illinois (the “Action”). The Settlement will resolve the lawsuit which alleges Defendant The Top Die Casting Co. (“Defendant”) required employees to provide their biometric identifiers and/or biometric information through their use of a timeclock without first obtaining a written release from them. Defendant denies these allegations, denies violations of any law, and denies all liability. If you received this Notice, you have been identified by Defendant as someone who may have enrolled in and/or used a timeclock in the manner alleged in the Action while working for Defendant. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. This Notice explains the nature of the lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so you can understand your rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or biometric information, defined to include fingerprints, scans of hand or face geometry, without first providing such individual with certain written disclosures and obtaining a written release. This lawsuit alleges the Defendant violated BIPA. Defendant denies these allegations, denies violations of any law, and denies all liability.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund of \$1,022,085.00 for the Settlement Class Members. All Settlement Class Members are entitled to receive a payment out of the Settlement Fund if the Settlement is approved by the Court. Class members who Defendant directly employed (i.e., direct employees) do not need to submit a claim form to receive a monetary payment from the Settlement Fund. Class members who were employed through staffing agency

(i.e., temporary employees) must submit a valid claim form in order to receive a monetary payment from the Settlement Fund.

All checks issued to Settlement Class Members will expire and become void ninety (90) days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of 35% of the Settlement Fund and costs for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$10,000.00 for her time, effort, and service in this matter.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement which resolves all claims against Defendant relating to the allegations in the Action. The Settlement Agreement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representative. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law. Defendant agreed to the Settlement to avoid the distraction and expense of continued litigation.

WHO IS IN THE SETTLEMENT CLASS?

All persons who worked at a Top Die facility in the state of Illinois on or after July 17, 2014 whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, or otherwise obtained by Top Die and whose name appears on the class list. There are approximately 1,017 people who fall within the class definition.

WHAT ARE MY OPTIONS?

- (1) Exclude yourself.

If you do not want the money from the Settlement, you may exclude yourself. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have, including pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the settlement, you must mail a signed letter to the Settlement Administrator at [ADDRESS] postmarked no later than _____. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of the Action, as well as your full name, address, telephone number, and signature, and a statement that you wish to be excluded.

(2) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of Winnebago County, Illinois. The objection must be received by the Court no later than _____. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Fish Potter Bolaños, PC, 111 E. Wacker Drive, Suite 2300, Chicago, IL 60601), as well as the attorneys representing Defendant (John P. Ryan and Joseph D. Kern of Hinshaw & Culbertson, LLP, 151 N. Franklin Street, Suite 2500, Chicago, IL 60606), postmarked no later than _____. Any objection to the proposed settlement must include your (a) full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing you in connection with the objection, (f) a statement indicating whether you intend to appear at the Final Approval Hearing; and (g) your signature. 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 _____. 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 on _____, in person or through counsel to show cause of why the proposed 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 the award to the Class Representative are required to indicate 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.

(3) Do Nothing.

If Defendant directly employed you (i.e. you were not employed through a staffing agency) and want to participate in the settlement and receive a settlement payment, do nothing. A check will be mailed to you if the court grants final approval of the Settlement. If you do nothing, you will stay in the Settlement Class, be bound by any judgment entered by the court, and will release your claims against Defendant relating to your biometrics, biometric identifiers, or biometric information.

If you were employed through staffing agency (i.e., Defendant did not directly employ you) and do nothing, you will not receive a settlement payment but will stay in the Settlement Class, be bound by any judgment entered by the court, and will release your claims against Defendant relating to your biometrics, biometric identifiers, or biometric information.

(4) Submit a Claim Form.

If Defendant directly employed you (i.e. you were not employed through a staffing agency), you do not need to submit a claim form to receive a settlement payment. A check will be mailed to you if the Court grants final approval of the Settlement.

If you were employed through staffing agency (i.e., Defendant did not directly employ you) and want to participate in the settlement and receive a settlement payment, you must submit a valid claim form which is attached by _____. A check will then be mailed to you if the Court grants final approval of the Settlement.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties (as defined in the Settlement Agreement) regarding the Released Claims (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from the Settlement Administrator at the number set forth at the bottom of this notice. All pleadings and documents filed in court may be reviewed or copied in the office of the Clerk of the Court of Winnebago County, Illinois. Unless you formally exclude yourself from this settlement, you will release your claims.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, checks will go out thirty-five (35) days after the Court’s final approval order becomes final and non-appealable. If there is an appeal of the court’s order, payment will be delayed.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held on _____ at _____

If the Settlement is given final approval, the Settlement Agreement’s terms will take effect and the Litigation 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 lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the 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 Plaintiff and Defendant will continue to litigate the Action. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved Fish Potter Bolaños, P.C. to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained from the Settlement Administrator at the number set forth at the bottom of this notice and also on the following web site: _____. All pleadings and documents filed in court may be reviewed or copied in the office of the Clerk of the Court of Winnebago County, Illinois. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

PROOF OF CLAIM

Marcia Smith v. Top Die Casting Co.

Name and Address

You Must Complete All **THREE** Steps to Claim a Share of the Settlement Fund:

1. You Must Provide Your Contact Information.

Name: _____

Address: _____

City/State/Zip _____ Code: _____

Telephone Number: _____ Email Address: _____

2. You Must Verify that You Provided Your Biometric Information to Top Die.

“I worked at a Top Die facility at some point between July 17, 2014 and [date of preliminary approval], and I provided my fingerprint, finger scan, or hand scan.”

(Sign your name here)

3. You Must Return this Claim Form by [90 days], 2023:

Mail this Claim Form to: [CLAIMS ADMINISTRATOR]

OR

Submit this Claim Form electronically via email to: <email>

Exhibit B

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS

| | | |
|---|---|---------------------|
| MARCIA SMITH, individually and on behalf of all others similarly situated, |) | |
| |) | |
| Plaintiff, |) | Case No. 2019-L-248 |
| |) | |
| v. |) | |
| |) | |
| THE TOP DIE CASTING CO., an Illinois corporation, |) | |
| |) | |
| Defendant. |) | |

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (“Motion”), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Marcia Smith (“Plaintiff” or “Class Representative”) and Defendant The Top Die Casting Co. (“Defendant”) (together “the Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure — including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims — have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of: “all persons who worked at a Top Die facility in the state of Illinois on or after July 17, 2014 whose biometric identifiers or information (for example, fingerprints, finger scans, or hand scans) were allegedly collected, captured, or otherwise obtained by Top Die and whose name appears on the class list.” Excluded from the Settlement Class are all persons who properly elect and timely request to exclude themselves from the Settlement Class and their legal representatives, successors, or assigns, the Court and Court staff to whom this case is assigned, and any member of the Court’s or Court staff’s immediate family.

5. For settlement purposes only, Plaintiff Marcia Smith is hereby appointed as the Class Representative.

6. For settlement purposes only, David Fish and Mara Baltabols are hereby appointed as Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action resumes, this Court’s preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice and Claim Form attached to the Settlement Agreement as Exhibit A and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members are current or former employees of Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Analytics Consulting LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice and Claim Form as set forth in the Settlement Agreement.

12. Settlement Class Members who were employed through a staffing agency (i.e., temporary employees) must submit a valid claim form in order to receive a monetary payment from the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than sixty (60) days from the Notice Date.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, the case name and number of the Action, and a statement that they wish to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

18. Class Counsel may file any motion seeking an award of attorneys' fees in the amount of 35% of the Settlement Fund plus their reasonable costs and expenses, as well as an incentive award of ten thousand dollars and no cents (\$10,000.00) for the Class Representative, no later than seven (7) days prior to Final Approval Hearing.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the incentive award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than sixty (60) days from the Notice Date.

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) their full name, address, and telephone number; (ii) the case name and number of the Action; (iii) the date range during which they were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last five years; and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs,

and expenses, to the payment of the incentive award, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement 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 and/or Plaintiff's Counsel's fee and expense application and/or the request for the incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the Final Approval of the proposed settlement shall be filed no later than seven (7) days before the Final Approval Hearing.

24. A Final Approval Hearing shall be held before the Court on **DATE** at **TIME** a.m. for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;

(e) to consider the application for the incentive award to the Class Representative;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

27. For clarity, the deadlines set forth above and in the Agreement are as follows:

Class List Sent to Administrator by: _____ (14 days of Preliminary Approval)
Notice to be completed by: _____ (30 days of Preliminary Approval)
Fee and Expense Motion/Application: _____ (7 days before Final Approval Hearing)
Incentive Award Motion/Application: _____ (7 days before Final Approval Hearing)
Objection Deadline: _____ (60 days of Notice Date)
Deadline for Settlement Class Members to Submit Claim Forms: _____ (90 days of Notice Date)
Exclusion Request Deadline: _____ (60 days of Notice Date)
Final Approval Submissions: _____ (7 days before Final Approval Hearing)
Final Approval Hearing: _____ (135 days of Preliminary Approval)

28. Temporary staffing agencies who assigned Settlement Class Members to Defendant are ordered to disclose the names and last known addresses, including personal email addresses, of the Settlement Class Members to Defendant, Defendant's Counsel, and/or the Class Settlement administrator to the extent they have this information.

29. All discovery and other proceedings in the Action are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

IT IS SO ORDERED.

ENTERED:

Honorable

Date