

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

JOE YOUNG, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

TRI CITY FOODS, INC., a Delaware
corporation,

Defendant.

Case No. 2018 CH 13114

Calendar 15

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiff Joe Young (“Young” or “Plaintiff”), for himself individually and on behalf of the Settlement Class, and Defendant Tri City Foods, Inc. (“TCF” or “Defendant”). Plaintiff and TCF are referred to individually as a “Party” and collectively referred to as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Settlement Agreement, and is subject to the final approval of the Court.

RECITALS

A. On October 22, 2018, Plaintiff Joe Young filed a putative class action complaint against Defendant TCF in the Circuit Court of Cook County, Illinois, titled *Young v. Tri City Foods, Inc.*, Case No. 2018 CH 13114 (Cir. Ct. Cook Cty) (hereafter, “Action”). In his complaint, Plaintiff alleged that TCF (Plaintiff’s former employer) collected and stored his fingerprints without his consent in violation of the Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA” or “Privacy Act”), and sought statutory damages and injunctive relief.

B. On November 21, 2018, TCF moved to stay proceedings pending the Illinois Supreme Court's decision in *Rosenbach v. Six Flags Entertainment Corp.*, 2019 IL 123186. While the motion was pending, Plaintiff served a set of interrogatories and requests for production to former Respondent in Discovery NCR Corporation ("NCR") on December 11, 2018. After briefing, the Court granted TCF's motion to stay. The stay continued until the Supreme Court decided *Rosenbach* on January 25, 2019.

C. After the stay was lifted, NCR responded to Plaintiff's discovery requests on March 15, 2019, and produced responsive documents shortly thereafter.

D. On March 5, 2019, TCF moved to dismiss pursuant to 735 ILCS 5/2-619, arguing that Plaintiff's Privacy Act claims accrued on the first collection, were time-barred by the one-year privacy statute of limitations or the two-year personal injury and statutory penalty statutes of limitations (735 ILCS 5/13-201, 202), and that his statutory damages claims were preempted by the exclusive remedy provisions of the Illinois Worker's Compensation Act ("WCA") (820 ILCS 305/5(a), 11). Plaintiff opposed, arguing that the WCA did not preempt his statutory damages claims and that the five-year "catch-all" statute of limitations applied to Privacy Act claims (735 ILCS 5/13-205).

E. On June 8, 2020, the Court denied TCF's motion to dismiss, finding that the Privacy Act was not preempted by the WCA, and that Plaintiff's claims were subject to a five-year statute of limitations. The Court did not address TCF argument that Plaintiff's claims accrued and the statute of limitations began to run on the "first collection." Plaintiff then served written interrogatories and requests for production on TCF in August 2020.

F. In lieu of responding, on September 4, 2020, TCF moved to stay discovery pending the Illinois Appellate Court's decisions in *McDonald v. Symphony Bronzeville*, No. 1-19-2398,

Tims v. Black Horse Carriers, Inc., No. 1-20-0563, and *Marion v. Ring Container Tech., LLC*, No. 3-20-0184. The Court granted TCF's motion and stayed discovery through January 20, 2021.

G. Then, on September 24, 2020, TCF filed a Motion to Reconsider, to Supplement its Motion to Dismiss, or to Certify for Interlocutory Appeal. The motion argued *inter alia* that the Privacy Act is arbitrary, unconstitutional "special legislation" in violation of Article IV, Section 13 of the Illinois Constitution. After full briefing, the Court denied TCF's motion on January 22, 2021. The Court further ordered TCF to answer Plaintiff's complaint by February 24, 2021.

H. TCF answered the complaint on February 24, 2021, and asserted seventeen affirmative or other defenses, to which Plaintiff replied on March 16, 2021.

I. On March 10, 2021, TCF moved to extend the existing stay of discovery pending decisions in *Tims* and *Marion*, and to extend the stay pending the Illinois Supreme Court's decision in *McDonald*. The Court granted the motion and later entered a subsequent order extending the stay pending the Illinois Supreme Court's decision in *Cothron v. White Castle System, Inc.*, No. 128004.

J. After all these cases had been decided, Plaintiff moved to lift the stay in February 2023. Defendant opposed, arguing that the stay should continue while the Illinois Supreme Court heard a petition for rehearing in the *Cothron* case. The Court initially agreed with Defendant and denied Plaintiff's motion to lift the stay on March 3, 2023. Shortly thereafter, on March 23, 2023, the Court lifted the stay on its own motion. However, by that time, the Parties had commenced settlement negotiations, and on August 17, 2023, the Court entered an agreed order staying the case "by agreement pending settlement discussions."

K. The Court continued to stay the case pending settlement discussions for another year, while the parties negotiated and engaged in informal discovery.

L. Plaintiff then moved to lift the stay on July 2, 2024, which TCF opposed. The Parties briefed Plaintiff's Motion to Lift the Stay. Following oral argument, the Court granted Plaintiff's motion and lifted the stay on August 13, 2024, directing the parties to engage in discovery. On August 27, 2024, TCF served written discovery requests to Plaintiff, to which Plaintiff responded and produced responsive documents. On September 3, 2024, Plaintiff issued renewed discovery requests to TCF, to which TCF responded and produced responsive documents.

M. On June 30, 2023, TCF filed a coverage declaratory judgment action against three of its insurers, Continental Casualty Co., Commerce & Industry Insurance Co. ("C&I"), and XL Specialty Insurance Co., in the Circuit Court of Cook County, seeking a declaration that these three insurers owed TCF a duty to defend against Plaintiff's BIPA claims. *See Tri City Foods, Inc. v. Continental Casualty Co., et al.*, No. 2023 CH 06191 (Cir. Ct. Cook Cty.). Following the coverage decision in *National Fire Ins. Co. of Hartford v. Visual Pak Co. Inc.*, 2023 IL App (1st) 221160, TCF voluntarily dismissed its state court coverage declaratory judgment action. TCF subsequently refiled its action against only C&I in federal court in January 2024, seeking a declaration that C&I owed TCF a duty to defend. In November 2024, Judge Charles Kocoras ruled on TCF's and C&I's dueling motions for summary judgment and held that C&I owed a duty to defend, upon the exhaustion of an underlying policy from a separate carrier. *See Tri City Foods, Inc. v. Commerce & Industry Insurance Company*, No. 24-cv-414, Dkt. 64 (N.D. Ill. Nov. 26, 2024).

N. While TCF was litigating its coverage dispute, the Parties again discussed the possibility of settling the case and agreed that a mediation would aid settlement discussions. The Parties then informed Judge Loftus, who stayed the case pending the outcome of the mediation.

O. On March 18, 2025, the Parties and representatives of TCF's insurers participated in a mediation with the Honorable James F. Holderman (Ret.) of JAMS, which lasted almost ten

hours. The following day, the Parties executed a binding Memorandum of Understanding (“MOU”), outlining the material terms of a class-wide settlement, which had been negotiated during the mediation with Judge Holderman’s assistance.

P. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Defendant’s potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that he would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that he would have prevailed on the merits at summary judgment and/or at trial. However, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented significant risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel have 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. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. 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.

Q. Defendant denies the material allegations in the Action, as well as all allegations of wrongdoing and liability, including that it is subject to or violated the Privacy Act, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Accordingly, any references to alleged Privacy Act violations in this Agreement, any settlement

document, or the related Court hearings and processes will raise no inference with respect to Defendant's compliance or its business practices. Nevertheless, Defendant has similarly concluded that this settlement is desirable to avoid the time, risk, inconvenience, burden, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for statutory damages under the Privacy Act. Defendant thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to Court approval after a hearing as provided for in this Settlement Agreement, 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

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**” means the case captioned *Young v. Tri City Foods, Inc.*, No. 2018 CH 13114 (Cir. Ct. Cook Cty. Ill.).

1.2 “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and the attached exhibits.

1.3 “**Class Counsel**” means attorneys J. Eli Wade-Scott and Schuyler Ufkes of Edelson PC and David Fish of Workplace Law Partners, P.C.

1.4 **“Class Representative”** or **“Plaintiff”** means the named Plaintiff in the Action, Joe Young.

1.5 **“Court”** means the Circuit Court of Cook County, Illinois, Chancery Division, Calendar 15, or any other calendar this Action may be transferred to.

1.6 **“Defendant”** or **“TCF”** means Tri City Foods, Inc., a Delaware corporation.

1.7 **“Defendant’s Counsel”** means attorney Anne E. Larson of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.8 **“Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or incentive award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order.

1.9 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or

(b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.10 “**Exclusion Deadline**” means the date by which a request for exclusion submitted by a person within the Settlement Class must be postmarked to the Settlement Administrator, which shall be designated as a date fifty-six (56) days after the Notice Date, as approved by the Court. The Exclusion Deadline will be set forth in the Notice, the Preliminary Approval Order, and on the Settlement Website.

1.11 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the Court to be paid from the Settlement Fund.

1.12 “**Final Approval Hearing**” means the hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and deciding the Fee Award and the incentive award to the Class Representative.

1.13 “**Final Approval Order**” means the final judgment and approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice.

1.14 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*, and is substantially in the form of Exhibits A, B and C attached hereto.

1.15 “**Notice Date**” means the date by which the Notice is first disseminated to the

Settlement Class, which shall be a date no later than thirty-five (35) days after entry of the Preliminary Approval Order.

1.16 “**Objection Deadline**” means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court and postmarked to Class Counsel and the Settlement Administrator, which shall be designated as a date fifty-six (56) days after the Notice Date, as approved by the Court. The Objection Deadline will be set forth in the Notice, the Preliminary Approval Order, and on the Settlement Website.

1.17 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement, appointing Class Counsel and the Class Representative, preliminarily certifying the Settlement Class for settlement purposes, and approving the form, substance, and manner of the Notice.

1.18 “**Released Claims**” means any and all claims or causes of action for any relief of any kind including, but not limited to, actual damages, liquidated damages, penalties, injunctive relief, declaratory relief, attorneys’ fees and costs, expenses and interest, liabilities, demands, or lawsuits, including any violation of the Biometric Information Privacy Act, 740 ILCS 14/1 et seq., and all other related federal, state, and local laws, including the common law, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in any of the actions filed (or to be filed) by Plaintiff and the Class Members, accrued through the date of the Preliminary Approval Order against the Released Parties (defined below), relating to or arising from Defendant’s alleged violations of Sections 15(a), (b), (c), (d), and (e) of BIPA as a result of the use of finger scanners at Defendant’s Illinois facilities or from Defendant’s alleged collection, possession, capture, purchase, receipt through

trade, obtaining, sale, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged fingerprints, finger scans, finger templates, or any information derived from the foregoing, regardless of how it is captured, converted, stored, or shared, through the use of finger scanners at Defendant's Illinois facilities.

1.19 **“Released Parties”** means Defendant Tri City Foods, Inc. and its current and former affiliates, parents, subsidiaries, divisions, related entities, joint venturers, predecessors, successors and assigns, and the past and present owners, members, shareholders, officers, directors, trustees, managers, agents, employees, insurers, reinsurers and retrocessionaires, and attorneys of these entities, their benefit plans and the sponsors, fiduciaries and administrators of said employee benefit plans.

1.20 **“Releasing Parties”** means Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents.

1.21 **“Settlement Administration Expenses”** means all expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, disbursing Settlement Payments by mail and Zelle, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.22 **“Settlement Administrator”** means Analytics Consulting LLC, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, put reasonable anti-fraud measures in place to prevent theft of Settlement Class Members' Settlement Payments, send Settlement Payments to Settlement Class Members, be responsible for tax withholding and reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.23 **“Settlement Class”** means all individuals who scanned their finger at a restaurant in Illinois operated by Tri City Foods, Inc. between October 22, 2013 and the date of the Preliminary Approval Order. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly prepare and submit a timely postmarked request for exclusion from the Settlement Class, (4) persons for whom Defendant’s records reflect a biometric consent form timely-signed prior to the person’s first use of the POS system’s finger scanner, and (5) 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 timely and valid request for exclusion from the Settlement Class.

1.25 **“Settlement Fund”** means the non-reversionary cash fund that shall be established by the Settlement Administrator and funded by Defendant and its insurers, subject to potential adjustments in Section 7.3, in the amount of Fifteen Million Three Hundred Sixty-Seven Thousand Eight Hundred Dollars (\$15,367,800.00) to be deposited into the Escrow Account, plus all interest earned thereon. Within twenty-one (21) days after entry of the Preliminary Approval Order, National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) shall deposit \$29,500 for initial Settlement Administration Expenses into the Escrow Account, provided the Settlement Administrator has timely supplied National Union with the wire or check information needed to transmit said funds to the Escrow Account. Within thirty-five (35) days after the entry of the Final Approval Order, Defendant and its insurers shall transmit the balance of the Settlement Fund, accounting for any upward or downward adjustments per Section 7.3, to the Escrow

Account. The total Settlement Fund represents the total monetary obligations of Defendant and any other Released Party under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee Award, litigation costs, incentive award, taxes, and any other payments or other monetary obligations contemplated by this Agreement. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made.

1.26 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund less Settlement Administration Expenses, incentive award to the Class Representative, and Fee Award.

1.28 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will allow Settlement Class Members to elect to receive their Settlement Payment through Zelle or check in the mail. The Parties will consult and agree on the website’s domain name, URL (*e.g.*, www.TCFBIPASettlement.com), and content, including any Notices and Q&A placed on the website. The website will provide access to relevant settlement administration documents, including the Notices, Settlement Agreement, Motions for Preliminary and Final Approval of Class Settlement, Plaintiff’s Fee Petition, the Preliminary Approval and Final Approval Orders, other relevant case documents, and other related material.

2. SETTLEMENT RELIEF

2.1 Settlement Payments to Settlement Class Members.

a. Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement Fund by check or Zelle, as elected by the Class Member. No claims procedure will be required.

b. Class Members will have the option of having their Settlement Payment

transmitted to them through Zelle or check. Class Members who do not choose a payment method via the Settlement Website by seventy (70) days after the Notice Date will be sent a check via First Class U.S. Mail to their last-known mailing address, as updated through the National Change of Address database and/or skip tracing, if necessary by the Settlement Administrator.

c. Each payment issued to a Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred eighty (180) calendar days after the date of issuance.

d. In the event that a Zelle payment to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member via the email provided by the Class Member, if applicable, within thirty (30) calendar days to correct the problem. If the Settlement Administrator is unable to correct the problem, the Settlement Administrator shall promptly issue the Class Member a check in the mail.

e. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred eighty (180) days after the date of issuance, such funds will first be redistributed to Class Members who cashed their checks or successfully received their Zelle payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible or if residual funds remain after redistribution, such funds shall be paid to Legal Aid Chicago or any other or additional *cy pres* recipient(s) selected by the Court that are consistent with 735 ILCS 5/2-807(b).

f. If the settlement is not approved because the Court fails to enter the Final Approval Order or the Final Approval Order is reversed on appeal, the Settlement Administrator shall promptly return to Defendant and its insurers the respective amounts

paid by each into the Settlement Fund, plus the *pro rata* interest earned on those specific sums, less Settlement Administrative Expenses already incurred, which shall be paid by National Union pursuant to Section 1.25. In no other event shall any amount paid by Defendant or its insurers into the Escrow Account, or any interest earned thereon, revert to Defendant or its insurers.

g. Plaintiff and each Settlement Class Member shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this settlement. Any taxes, interest, and penalties that may later be imposed with respect to Settlement Payments by the Internal Revenue Service, applicable state taxing authority or court of competent jurisdiction are Plaintiff's and each Settlement Class Member's sole responsibility.

2.2 Prospective Relief.

a. Without admitting liability, or agreeing that BIPA requires the following steps, and further expressly maintaining its position that BIPA does not cover finger-scanning technology as it was used by Defendant, Defendant has ended use of biometric Point of Sale (POS) systems in Illinois. However, to prevent unforeseeable BIPA claims, Defendant continues to have its Illinois employees sign its biometric policy and consent form. Defendant further agrees that if it uses finger-scanning technology in Illinois, Defendant shall obtain informed written consent prior to collecting finger-scan data, create a publicly-available retention schedule, and destroy finger-scan data consistent with its retention schedule. If any of the informed-consent, retention schedule, or destruction requirements in BIPA (or their application to finger-scanning technology) are altered, amended, or withdrawn either by legislative, regulatory, or judicial action, Defendant's

obligations under this agreement shall be automatically so amended.

3. RELEASE

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever, released, acquitted, relinquished and completely discharged all Released Claims against each and every one of the Released Parties.

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with a list of all names, social security or tax identification numbers, e-mail addresses (to the extent e-mail addresses are available to Defendant), and last-known U.S. mail addresses of all persons in the Settlement Class (the “Class List”). Within two (2) business days after the Class List is provided to the Settlement Administrator, the Settlement Administrator shall provide Class Counsel a report detailing the total number of unique names on the Class List, the number of unique names for whom an address is available on the Class List, the number of unique names for whom an email address is available on the Class List, the number of unique names for whom no address or email address is available on the Class List, and the total number of social security or tax identification numbers available on the Class List. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom—including the identity, social security or tax identification numbers, mailing addresses, and email addresses of all persons—strictly confidential. The Class List

may not be used by the Settlement Administrator or Class Counsel for any purpose other than advising specific individual Settlement Class members of their rights under this Settlement Agreement, distributing Settlement Payments, complying with applicable tax obligations, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

b. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. Mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct mailing address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below in Section 0.

c. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice (1) via e-mail, substantially in the form of Exhibit A, to all persons in the Settlement Class for whom an e-mail is available in the Class List and (2) via First Class U.S. Mail, substantially in the form of Exhibit B, to the physical address of each person in the Settlement Class for whom an address is available in the Class List, as updated through the National Change of Address database and or skip tracing, if necessary by the Settlement Administrator.

d. *Uncashed Checks Reminder.* Thirty (30) days after checks for Settlement Payments have been disbursed, the Settlement Administrator shall identify any Settlement Class Members whose checks have not yet been cashed and shall deliver a reminder via email or mail (if a valid email is not available) that if they do not cash their checks before

the expiration date, the checks will be voided and, subject to Court approval, redistributed to Class Members who cashed their checks or received their Zelle payments, and/or distributed to Legal Aid Chicago or any other or additional charities selected by the Court.

e. *Internet Notice.* Within twenty-one (21) days after the entry of the Preliminary Approval Order, the Settlement Administrator will develop, host, administer, and maintain the Settlement Website, containing the notice substantially in the form of Exhibit C.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement Agreement, including the right to be excluded from or object to the Settlement Agreement or its terms, and the deadline for each. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of an objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through the Court's eFileIL system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) deliver copies of such timely-filed papers to Class Counsel and the Settlement Administrator postmarked by the Objection Deadline. The Settlement Administrator shall provide copies to Defense Counsel and Class Counsel within 5 days of receipt or other agreed timeframe.

4.3 **Right to Object or Comment.** Any Settlement Class Member who intends to 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 timely filed with the Court and delivered to Class Counsel and the Settlement Administrator postmarked by the Objection Deadline. The Settlement Administrator shall provide copies to Defense Counsel and Class Counsel within 5 days of receipt or other agreed timeframe. 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 Class Counsel, 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, the Final Approval Order, or Alternative Approval Order, 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.

4.4 Right to Request Exclusion. Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name and number, *Young v. Tri City Foods, Inc.*, No. 2018 CH 13114 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking

exclusion or their parent or guardian, if a minor; and (e) be postmarked on or before the Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Young v. Tri City Foods, Inc.*, No. 2018-CH-13114 (Cir. Ct. Cook Cty.).” A request for exclusion that does not include all of the foregoing information, that is mailed to an address other than that designated in the Notice, or that is not postmarked 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 in compliance with this provision shall not (a) be bound by any orders or the Final Approval Order or Alternative Approval Order 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 or the Final Approval Order or Alternative Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out must mail an individual, separately signed request to the Settlement Administrator that complies with all requirements of this Paragraph.

5. SETTLEMENT ADMINISTRATION

5.1 Class Counsel and the Released Parties shall have no liability whatsoever for the distribution of the Settlement Fund or the determination, calculation, or payment of any claim, for website set up or website maintenance and compliance, for the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, for any losses incurred in connection with Settlement Administration, or for any other acts, omissions, nonperformance, malpractice, or malfeasance of the Settlement Administrator.

5.2 Settlement Administrator's Duties.

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

b. *Undeliverable Notice via U.S. Mail.* If any Notice sent via U.S. Mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall attempt to obtain the most recent addresses for such Settlement Class members.

c. *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 and such records will be made promptly available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with reports every three (3) weeks concerning its efforts at providing Notice, the number of returned and re-delivered Notices, any requests for exclusion or objections, and the administration and implementation of the Settlement, including the number and value of Zelle payments processed and unprocessed, the number and value of checks cashed and uncashed, the amount of residual funds to be redistributed to the Settlement Class, and the amount of residual funds to be distributed to Legal Aid Chicago or any other *cy pres* recipient. Should the Court request, the Settlement Administrator shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator,

including a post-distribution accounting of all Settlement Payments as set forth above.

d. *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 upon request and also within three (3) business days of the Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

e. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number, email, and mailing address through which persons in the Settlement Class may contact the Settlement Administrator and a toll-free telephone number to contact Class Counsel directly. *See also* Section 1.28.

f. *Establishment of the Escrow Account.* The Settlement Administrator shall establish the Escrow Account, pursuant to the terms of Section 1.9, and maintain the Escrow Account as a qualified settlement fund throughout the implementation of the Settlement in accordance with the Court's Preliminary Approval Order and Final Approval Order.

g. *Timing of Settlement Payments.* The Settlement Administrator shall make the Settlement Payments contemplated in Section 2 of this Settlement Agreement to all Settlement Class Members within twenty-eight (28) days of the Effective Date.

h. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including processing any tax information from the Class List and making any required tax returns.

i. *Anti-Fraud Measures.* The Settlement Administrator shall put in place reasonable anti-fraud measures to protect U.S. Mail and electronic payments from being improperly misdirected.

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 a Preliminary Approval Order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiff as 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 any comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to address any requests for exclusion from the Settlement Class, to consider the application for a Fee Award and incentive award to the Class Representative, and to

consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice.

6.2 **Final Approval.** After Notice to the Settlement Class is disseminated, Class Counsel shall move the Court for entry of a Final Approval Order, 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, including all attached exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members;

c. direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

d. 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 735 ILCS 5/2-801 *et seq.*, due process, and the rules of the Court;

e. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

f. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

g. incorporate the release set forth above, make the release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members;

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

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

6.3 Cooperation. The Parties shall, in good faith, cooperate, assist and undertake all reasonably necessary 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, DECLARATION, & ADJUSTMENT OF THE SETTLEMENT FUND

7.1 Termination. Subject to Section 9 below, if any of the following events occur— (i) the Court refuses to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court refuses to enter the Final Approval Order and final judgment in this Action in any material respect (other than an award of attorneys' fees in an amount less than

requested or the failure to award full or partial incentive award); (iii) the appellate court or the Illinois Supreme Court modifies or reverses the Final Approval Order in any material respect; or (iv) the appellate court, the Illinois Supreme Court, or the Supreme Court of the United States modifies or reverses an Alternative Approval Order, as defined in Section 9.1 of this Agreement, in any material respect—the Parties will work together in good faith to address the concerns raised by the relevant court, and if the Parties are unable to jointly agree on solutions to address the relevant court’s concerns, then the Parties shall request the assistance of Judge James Holderman of JAMS or another mediator, if Judge Holderman is unavailable, to resolve those concerns. Only after both Parties agree that they have fully exhausted such efforts will this Settlement Agreement become null and void. The parties will then return to their positions immediately prior to the execution of this Settlement Agreement.

7.2 Defendant’s Affidavit. Defendant represents that, based on its investigation of its records prior to mediation, Twenty-One Thousand Nine Hundred Fifty-Four (21,954) individuals fall within the Settlement Class. Within twenty-one (21) days after entry of the Preliminary Approval Order, Defendant shall provide Class Counsel an affidavit that confirms the size of the Settlement Class, is executed by an individual with knowledge of the methodologies used to determine the size of the Settlement Class, and explains such methodologies.

7.3 Adjustment of Settlement Fund.

a. If Defendant’s affidavit reveals that there are more than Twenty-One Thousand Nine Hundred Fifty-Four (21,954) persons in the Settlement Class, Defendant shall pay into the Escrow Account Seven Hundred Dollars (\$700) per additional person. For example, if there are Twenty-Two Thousand (22,000) persons in the Settlement Class, the total settlement fund would be Fifteen Million Four Hundred Thousand (\$15,400,000).

b. The Settlement Fund shall decrease proportionately if any person on the Class List submits a timely and valid request for exclusion from the Settlement. For example, if one person submits a timely and valid request for exclusion, the Settlement Fund will decrease by Seven Hundred Dollars (\$700).

c. The Settlement Fund shall decrease proportionately if, prior to the date the Preliminary Approval Order is entered, Defendant finds additional consent forms that were timely signed by the employee prior to the employee's first use of the finger scanner. This decrease shall apply for up to one hundred (100) such consent forms only (i.e., up to a Seventy Thousand Dollars (\$70,000) decrease). For example, if Defendant finds fifty (50) such consents, the Settlement Fund shall decrease by Thirty-Five Thousand Dollars (\$35,000), and if Defendant finds 101 such consents, the Settlement Fund shall decrease by Seventy Thousand Dollars (\$70,000).

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

8.1 Defendant agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to thirty-five percent (35%) of the Settlement Fund. Defendant may challenge the amount requested. Payment of the Fee Award shall be made from the Settlement Fund, and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members as Settlement Payments. The Fee Award shall be payable to Class Counsel within fourteen (14) days after the Effective Date. Payment of the Fee

Award shall be made by the Settlement Administrator via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

8.2 Defendant agrees that the Class Representative shall be paid an incentive award in the amount of Five Thousand Dollars (\$5,000.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement in recognition of his efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members as Settlement Payments. Any incentive award shall be paid by the Settlement Administrator from the Escrow Account (in the form of a check to the Class Representative via FedEx overnight) within fourteen (14) days after the Effective Date.

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

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

- a. This Agreement has been signed by the Parties, Class Counsel, and Defendant's Counsel;
- b. The Court has entered a Preliminary Approval Order approving the Agreement;
- c. The Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable, consistent with Section 1.8, following Notice to the Settlement Class and a Final Approval Hearing; and

d. In the event that the Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

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 Section 9.3, after the Parties have worked together in good faith to address the concerns preventing approval of the Settlement, and if the Parties are unable to jointly agree on solutions to address those concerns, then the Parties shall request the assistance of Judge James Holderman of JAMS or another mediator, if Judge Holderman is unavailable, to resolve those concerns. Should the Parties resolve the issue, Class Counsel and Defendant may mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other 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 after working in good faith to resolve the issue and requesting the assistance of Judge Holderman or another mediator if he is unavailable, and after a twenty-one (21)-day period to cure. 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 the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 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 Approval Order or other

order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, 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, and the Settlement Administrator shall promptly return to Defendant and its insurers the respective amounts paid by each into the Settlement Fund, plus the *pro rata* interest earned on those specific sums, less Settlement Administration Expenses already incurred, which shall be paid by National Union per Section 1.25.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to Plaintiff's fiduciary obligation and the Parties' 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 to the extent reasonably necessary in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to work in good faith to negotiate and execute other documentation as may be reasonably required by the Court to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that the signatory 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 by Plaintiff and the other Settlement Class Members, and each or any of them, against the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.4 The Parties have relied upon the advice and representation of their respective 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 Fund, Settlement Payment, 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, misrepresentation or omission with

respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised 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. However, the Settlement, 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 of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such Released Parties in order to support a defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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 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. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 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.

10.14 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 law provisions thereof.

10.15 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.

10.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: For Plaintiff: Schuyler Ufkes, sufkes@edelson.com, EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654. For Defendant: Anne Larson, anne.larson@ogletree.com, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C., 155 North Wacker Drive, Suite 4300, Chicago, IL 60606.

10.17 This Settlement Agreement shall be binding upon and inure to the benefit of each

of the Released Parties and the Releasing Parties and their respective officers, directors, shareholders, agents, employees, attorneys, legal representatives, heirs, legatees, insurers, reinsurers, retrocessionaires, predecessors, successors, and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

JOE YOUNG

Dated: 6/29/2025

By (signature): Joe Young

Name (printed): Joe Young

EDELSON PC

Dated: 6/20/25

By (signature): 

Name (printed): Schuyler Ufkes

Its (title): Partner

TRI CITY FOODS, INC.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

JOE YOUNG

Dated: 6/29/2025

By (signature): Joe Young

Name (printed): Joe Young

EDELSON PC

Dated: 6/20/25

By (signature): Steffen

Name (printed): Schuyler Ufkes

Its (title): Partner

TRI CITY FOODS, INC.

Dated: 6/29/25

By (signature): Scott M Owen

Name (printed): Scott M Owen

Its (title): General Counsel

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: 6/30/25

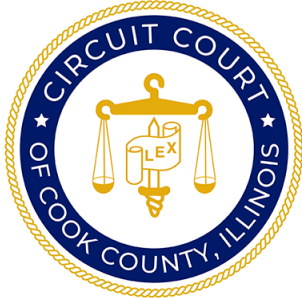
By (signature): Anne Larson

Name (printed): ANNE LARSON

Its (title): Shareholder

Exhibit A

From: tobedetermined@domain.com
To: JohnDoeClassMember@domain.com
Re: Class Action Settlement for Tri City Foods Employees



Class Action Settlement Notice

Young v. Tri City Foods, Inc.
Case No. 18-CH-13114

Authorized by the Circuit Court of Cook County, Illinois

Did you scan your finger while working at a Tri City Foods, Inc. restaurant in Illinois between October 22, 2013 and [preliminary approval date]?

There is a class action settlement and, if it is approved and you don't opt out, you will be sent a payment for about **\$450**.

To be a part of this settlement, you do not need to do anything.

If you do not want to be part of the class action, you need to opt out by [date].

If you disagree with any of the settlement's terms, you need to submit your objection(s) by [date].

Dear [Class Member],

You are receiving this email notice because our records indicate that you scanned your finger while working at a Tri City Foods, Inc. ("TCF" or "Defendant") restaurant in Illinois between October 22, 2013 and [date of Preliminary Approval Order] and are entitled to a payment from a class action settlement. The lawsuit alleges that TCF violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting workers' biometric data through a finger-scanning Point of Sale ("POS") system at TCF's restaurants in Illinois without first complying with the law's informed consent requirements. The settlement does not establish who is right or wrong. TCF denies that it violated any laws. The lawsuit is called *Young v. Tri City Foods, Inc.*, Case No. 18-CH-13114, and is in the Circuit Court of Cook County, Illinois. **Please read this notice carefully. Your legal rights are affected whether you act, or don't**

act.

Am I part of the Settlement Class? Our records indicate that you are included. The Settlement Class includes all individuals who scanned their finger at a restaurant in Illinois owned or operated by TCF between October 22, 2013 and [date of Preliminary Approval Order]. Some exclusions apply. For example, individuals who signed a consent form related to the collection and use of their biometric data prior to their first use of TCF's finger-scanning POS system are not included. See www.TCFBIPASettlement.com, where you can find the **Website Notice** [link to Website Notice] for more details.

What can I get out of the Settlement? If you're included and you do nothing, a check for approximately \$450 will automatically be mailed to you at your last known address below, if the settlement is approved:

«Address»

You can request to update your address or select a Zelle payment (instead of a check) by using the Address Update & Payment Selection page of the Settlement Website **here** [link to Address Update & Payment Selection page]. To login to update your address or select Zelle as your payment method, you must input the following:

Class Member ID: «SIMID»

Last Name: «LastName»

This payment is an equal share of the \$15,367,800.00 Settlement Fund, after the payment of settlement expenses, attorneys' fees and expenses to Class Counsel (identified below), and an incentive award of up to \$5,000 to the Class Representative (identified below). TCF has ceased use of its finger-scanning technology in Illinois. As part of the settlement, TCF agrees to comply with BIPA in the future if it uses biometrics in Illinois.

Who represents me? The Court has appointed lawyers from the law firms Edelson PC and Workplace Law Partners, P.C. as "Class Counsel." They represent you and other Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Joe Young—a class member like you—to represent the Settlement Class as your Class Representative.

What are my options? You have the following options: (1) Do nothing - if you're eligible, you'll receive your Class Member payment (estimated to be **\$450**) and you won't be able to sue TCF on this issue in the future; (2) Exclude yourself - you won't receive a payment, but you'll keep whatever rights you currently have to sue TCF on this issue; or (3) Object - if you disagree with any of the settlement's terms, you can submit your objection(s) to the Court and explain why you do not like the settlement but remain a Class Member. ***All Requests for Exclusion and Objections must be postmarked by [Objection/Exclusion Deadline].*** For detailed requirements and instructions on how to exclude yourself, see the Website Notice **here** **[link to Website Notice]**.

When will the Court approve the settlement? The Court will hold a final approval hearing on **[date]** at **[time]** before the Honorable **William B. Sullivan** in Room 2410 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. Instructions for participating remotely (via Zoom) will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for expenses, fees up to 35% of the Settlement Fund, and an incentive award of \$5,000 for the Class Representative. The request will be posted on the Settlement Website by **[two weeks before the Objection Deadline]**.

How do I get more information? For more information, visit **www.TCFBIPASettlement.com**, contact the administrator at **[PHONE NUMBER]**, or write to the *Young v. Tri City Foods, Inc.*, Settlement Action Administrator, **[ADDRESS]** or **[EMAIL]**. You can also call Class Counsel at 1-866-354-3015.

Exhibit B

Docusign Envelope ID: 72756D3A-F706-407C-9A7F-8B7A5B12EA94

Circuit Court of Cook County, Illinois, Chancery Division

Young v. Tri City Foods, Inc.

Case No. 18-CH-13114



PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID

Class Action Settlement Notice

Authorized by the Circuit Court of Cook County, Illinois

Our records indicate that you scanned your finger while working at a Tri City Foods, Inc. restaurant in Illinois between October 22, 2013 and [date of Preliminary Approval Order] and are entitled to a payment of approximately **\$450** from a class action settlement.

See other side for details or visit
www.[WEBSITE].com

Postal Service: Please Do Not Mark Barcode

<<Claim8>>-<<CkDig>>

<<FName>> <<LName>>

<<Addr1>> <<Addr2>>

<<City>>, <<State>> <<Zip>>



against Tri-City Foods, Inc. ("TCF"), that impacts many other current and former TCF employees in Illinois. The lawsuit alleges that TCF violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting workers' biometric data through a finger-scanning Point of Sale ("POS") system at TCF's restaurants without first complying with the law's informed consent requirements. TCF denies any wrongdoing or that it violated any laws. The settlement does not establish who is right or wrong. The lawsuit is called *Young v. Tri-City Foods, Inc.*, No. 18-CH-13114, and is in the Circuit Court of Cook County, Illinois. Please read this notice carefully. Your legal rights are affected whether you act, or don't act.

Am I part of the Settlement Class? Our records indicate that you are included. The Settlement Class includes all individuals who scanned their finger at a TCF restaurant in Illinois between October 22, 2013 and [date of Preliminary Approval Order]. Some exclusions apply. For example, individuals who signed a consent form related to the collection and use of their biometric data prior to their first use of TCF's finger-scanning POS system are not included. See www.TCFBIPASettlement.com for all exclusions and details.

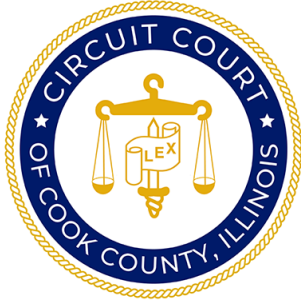
What can I get out of the Settlement? If you're included and you do nothing, a check for approximately **\$450** will automatically be mailed to you at you're the address this notice was sent to, if the settlement is approved. You can request to update your address or select a Zelle payment (instead of a check) by using the Address Update & Payment Selection page of the Settlement Website, www.TCFBIPASettlement.com. To login to update your address or select Zelle as your payment method, you must input your Class Member ID, which is «SIMID», along with your last name. This payment is an equal share of the \$15,367,800.00 Settlement Fund, after the payment of settlement expenses, attorneys' fees and expenses to Class Counsel (identified below), and an incentive award of up to \$5,000 to the Class Representative (identified below). TCF has ceased use of its finger-scanning technology in Illinois. As part of the settlement, TCF agrees to comply with BIPA in the future if it uses biometrics in Illinois.

What are my options? You have the following options: (1) Do nothing - if you're eligible, you'll receive your Class Member payment (estimated to be **\$450**) and you won't be able to sue TCF on this issue in the future; (2) Exclude yourself - you won't receive a payment, but you'll keep whatever rights you currently have to sue TCF on this issue; or (3) Object - if you disagree with any of the settlement's terms, you can submit your objection(s) to the Court and explain why you do not like the settlement but remain a Class Member. For detailed requirements and instructions on how to exclude yourself or object, see the Internet Notice, available at www.TCFBIPASettlement.com. **All Requests for Exclusion and Objections must be postmarked by [Objection/Exclusion Deadline].**

Do I have a lawyer? Yes. The Court has appointed lawyers from the law firms Edelson PC and Workplace Law Partners, P.C. as "Class Counsel." They represent you and other Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Joe Young—a class member like you—to represent the Settlement Class as your Class Representative.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] before the **Honorable William B. Sullivan** in Room 2410 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. Remote participating instructions (via Zoom) will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for expenses, fees of up to 35% of the Settlement Fund, and an incentive award of \$5,000 for the Class Representative. The request will be posted on the Settlement Website by **[two weeks before the Objection Deadline]**.

Exhibit C



Circuit Court of Cook County, Illinois

Young v. Tri City Foods, Inc.

Case No. 18-CH-13114

Class Action Settlement Notice

Authorized by the Circuit Court of Cook County

Did you scan your finger while working at a Tri City Foods, Inc. restaurant in Illinois between October 22, 2013 and [preliminary approval date]?

There is a class action settlement and, if it is approved and you don't opt out, you will be sent a payment for about **\$450**.

To be a part of this settlement, you do not need to do anything.

If you do not want to be part of the class action, you need to opt out by [date].

If you disagree with any of the settlement's terms, you need to submit your objection(s) by [date].

-
- Keep reading for more details about the settlement and your rights and options. You can also visit the Settlement Website, www.TCFBIPASettlement.com, where you can learn more and—if you're a Class Member—update your address and select your payment method (check or Zelle).
 - The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

About This Notice

Why did I get this notice?

The Court authorized this notice to let you know about a proposed Settlement with Tri City Foods, Inc., which operates several Burger King restaurants in Illinois. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge William Sullivan of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is called ***Young v. Tri City Foods, Inc.***, Case No. 18-CH-11423. The individual who filed the lawsuit, **Joe Young**, is the Plaintiff. The company he sued, **Tri City Foods, Inc. ("TCF")**, is the Defendant.

What is a class action lawsuit?

A class action is a lawsuit in which an individual called a "Class Representative" bring a single lawsuit on behalf of themselves and other people who have similar legal claims. All of these people together are a "class" or "class members." A class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who ask to be excluded.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	Information about each option
Do Nothing	You will receive your Class Member payment (estimated to be \$450) under the Settlement and give up your rights to sue Defendant about the issues in this case.
Exclude Yourself (i.e., Opt Out)	You will receive no payment, but you will retain any rights you currently have to sue Defendant about the issues in this case.
Object	If you are a Class Member, you can write to the Court explaining why you don't like the Settlement. You will remain a Class Member, receive a Class Member payment if the settlement is approved, and give up your rights to sue Defendant about the issues in this case.
Attend a Hearing	Ask to speak in Court about the fairness of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

What are the most important dates?

- Your deadline to object or opt out: **[Objection/Exclusion Deadline]**
- Your deadline to update your address or select a payment method (check or Zelle): **[Final Approval Hearing Date]**
- Final settlement approval hearing: **[Final Approval Hearing Date]**

What is this lawsuit about?

The Illinois Biometric Information Privacy Act ("BIPA" or "Privacy Act"), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in the "Court Documents" section of the settlement website, [here](#).

fingerprint, faceprint, or a scan of your iris. This lawsuit alleges that TCF violated BIPA by collecting Illinois employees' biometric data when they scanned their finger on a Point of Sale ("POS") device at TCF's restaurants without first giving notice or getting consent. TCF denies these allegations and denies that it violated BIPA. The Settlement does not establish who is right or wrong. TCF denies that it did anything wrong. You can access Plaintiff's complaint and Defendant's answer and defenses here [[link to Important Documents](#)].

Learning About the Settlement

Why is there a settlement in this lawsuit?

In March 2024, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The Court did not decide who was right.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the alleged harm, but require the final approval of the Court.

Who is included in the Settlement Class?

This Settlement Class includes all individuals who scanned their finger at a restaurant in Illinois owned or operated by Tri City Foods, Inc. between October 22, 2013 and [[date of preliminary approval](#)]. Some exceptions to participating apply (see "Who is not included in the Settlement Class?" below). For example, individuals who signed a consent form related to the collection and use of biometric data **prior to their first use of TCF's finger-scanning POS system** are not included.

Who is not included in the Settlement Class?

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a

controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, (4) persons for whom Defendant's records reflect an executed consent form related to biometrics prior to their first use of Defendant's POS system and (5) the legal representatives, successors or assigns of any such excluded persons.

How do I know if I am part of this settlement?

If you are a current or former employee of a restaurant owned or operated by TCF in Illinois who scanned your finger in such a restaurant between October 22, 2013 and [date of preliminary approval], and are not subject to any of the exclusions above, then you are a member of the Settlement Class and are entitled to payment. If you received a notice of the Settlement via email or in the mail addressed to your name, our records indicate that you are a class member and are included in the Settlement. You may call or email the Settlement Administrator at [phone number] or info@TCFBIPASettlement.com to ask whether you are a member of the Settlement Class.

The Settlement Benefits

What does the settlement provide?

Payments to Class Members: If the Court approves the Settlement, TCF has agreed to create a Settlement Fund of \$15,367,800. Class Counsel expect that each class member will receive a settlement payment of approximately \$450 after all fees and costs are deducted.

Agreement on Future Conduct: Without admitting that it did anything wrong, TCF has stopped using finger-scanning technology in Illinois, and TCF has agreed that if it decides in the future to use finger-scanning technology in Illinois, TCF will obtain informed written consent prior to collecting finger-scan data, create a publicly-available retention schedule, and destroy finger-scan data consistent with its retention schedule. If any of the requirements of BIPA change, TCF's obligations will also automatically change consistent with BIPA.

How do I get a payment?

If you are a Class Member and do nothing, you will receive a check in the mail automatically at your last known address. Or you can select to receive your payment electronically, via Zelle (instead of a check), on the Settlement Website **here** [link to Address Update & Payment Selection]. You can also request to update your address on the Settlement Website **here** [link to Address Update & Payment Selection]. For security reasons, you will need to enter your last name and your unique "Class Member ID" to login to update your address or select an electronic payment method. Your Class Member ID is located on the notice you may have received in the mail. If you cannot locate your Class Member ID, email the Settlement Administrator at [info@TBD.com].

When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date] at [time]. If the Court approves the Settlement, and there are no objections or appeals, eligible Class Members will automatically be sent their payment within 60 days via check or Zelle, if they select Zelle as their payment method on the Settlement Website (see "How do I get a payment?" above). Please be patient.

All uncashed checks and Zelle payments that are unable to be completed will expire and become void after 180 days.

If any checks become void, they will be redistributed in a second round of payments to Class Members who cashed their first check or successfully received their first Zelle payment. If there are still funds left over after the second round of payments, those funds will be sent to the charity Legal Aid Chicago, subject to Court approval.

The Lawyers Representing You

Do I have a lawyer in this case?

Yes, the Court has appointed lawyers J. Eli Wade-Scott, and Schuyler

Ufkes of Edelson PC and David Fish of Workplace Law Partners, P.C. as the attorneys to represent you and other Class Members. These attorneys are called "Class Counsel." In addition, the Court appointed Plaintiff Joe Young to serve as the Class Representative. He is a Class Member like you. Class Counsel can be reached by calling 1-866-354-3015.

Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

How will the lawyers be paid?

Class Counsel will ask the Court for reimbursement of their expenses and attorneys' fees of up to 35% of the Settlement Fund and will also request an incentive award of \$5,000 for the Class Representative. The Court will determine the proper amount of any expenses and attorneys' fees to award Class Counsel and the proper amount of any incentive award to the Class Representative. The Court may award less than the amounts requested.

Your Rights and Options

How do I weigh my options?

You have three options. You can do nothing (and thus remain in the settlement), you can exclude yourself from (or opt out of) the settlement, or you can object to the settlement. This chart shows the effects of each option:

	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	NO	YES	YES
Am I bound by the terms of this lawsuit if I . . .	NO	YES	YES
Can I pursue my own case if I . . .	YES	NO	NO
Will the class lawyers represent me if I . . .	NO	NO	YES

What happens if I do nothing at all?

If you do nothing, you will be a Settlement Class Member, and if the Court approves the Settlement, you will automatically be sent a payment via check to your last known address (or via Zelle, if you selected that option), and you will also be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you also won't be able to start a lawsuit or be part of any other lawsuit against TCF, or any other Released Parties (a term defined in the Settlement Agreement) for the claims or legal issues being resolved by this Settlement.

What happens if I ask to be excluded?

You may exclude yourself from the Settlement. If you do so, you will not receive any payment, but you will not release any claims you may have against TCF or the Released Parties and can pursue whatever legal rights you may have against TCF and the Released Parties at your own risk and expense.

How do I ask to be excluded?

You can mail a letter stating that you want to be excluded from the Settlement. Your letter must: (a) be in writing; (b) identify the case name *Young v. Tri City Foods, Inc.*, Case No. 18-CH-13114 (Cir. Ct. Cook

Cty. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion or their parent or guardian, if a minor; and (e) be sent to the Settlement Administrator postmarked on or before [Exclusion Deadline]. Your request to be excluded must also include a statement to the effect that: "I hereby request to be excluded from the proposed Settlement Class in *Young v. Tri City Foods, Inc.*, Case No. 18-CH-13114 (Cir. Ct. Cook Cty. Ill.)."

You must mail your exclusion request no later than [Exclusion deadline] to:

TCF BIPA Settlement Administrator
P.O. Box 0000
Santa Ana, CA 92799-0000

You can't exclude yourself over the phone or by email. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs, meaning that each individual who seeks to exclude themselves must mail an individual, signed, separate request to the Settlement Administrator that complies with all requirements listed above. Each request for exclusion must be separately signed and submitted.

If I don't exclude myself, can I sue TCF for the same thing later?

No. Unless you exclude yourself, you give up any right to sue TCF and any other Released Party for the claims being resolved by this Settlement.

If I exclude myself, can I get anything from the settlement?

No. If you exclude yourself, you will not receive a payment.

How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an

objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Young v. Tri City Foods, Inc.*, Case No. 18-CH-13114 (Cir. Ct. Cook Cty. Ill.), no later than [Objection Deadline]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the Circuit Court of Cook County - Chancery Division
Richard J. Daley Center
50 West Washington Street, Suite 802
Chicago, Illinois 60602

The objection must be in writing, must be signed, and must include the following information: (a) your 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 your 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, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (f) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. You must submit any objection in writing postmarked by [Objection Deadline] in order to be heard by the Court at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of [Objection Deadline]. 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.

In addition to timely submitting or filing your objection with the Court, by no later than [Objection Deadline], you must send via mail or delivery service copies of your objection and any supporting documents to Class Counsel at the address listed below:

Schuyler Ufkes
sufkes@edelson.com
Edelson PC
350 North LaSalle Street, 14th Floor
Chicago, IL 60654

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and expenses, and Plaintiff's request for an incentive award on [date 2 weeks before Objection deadline].

What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you (and you will not receive payment).

The Court's Final Approval Hearing

When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing on [Final Approval Hearing Date] at [time] before the Honorable William Sullivan in Room 2410 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 or via remote means (via Zoom) as instructed by the Court. Instructions for participating remotely will be posted on the Settlement Website. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class Members. **At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.**

Note: The date, time, and location of the Final Approval Hearing are subject to change by the Court. Any changes will be posted at the Settlement Website, www.TCFBIPASettlement.com.

Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to do so.

May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (see "How do I object to the Settlement?" above) and intend to appear at the hearing, you must state your intention to do so in your objection.

Getting More Information

How do I get more information?

This notice provides only a summary of the proposed settlement. The complete settlement with all its terms can be found **here** [link to Settlement Agreement]. To get a copy of important documents in the case, click **here** [link to Important Documents]. To get answers to your questions:

- Visit the case website at [website]
- Contact the Settlement Administrator at [phone number] or [email address]
- Contact Class Counsell at 1-866-354-3015 (additional contact information below)

PLEASE DO NOT CONTACT the Court, the Judge, the Defendant or the Defendant's lawyers with questions about the settlement or distribution of settlement payments.

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Email Address] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Schuyler Ufkes Edelson PC 350 N LaSalle St, 14th Floor Chicago, IL 60654 Tel. 312.589.6370 Firm ID: 62075 David Fish Workplace Law Partners, P.C. 155 N. Michigan Ave. Suite 719 Chicago, IL 60601 Tel: 312-861-1800 Fax: 630.778.0400 Firm ID: 44086
Court (DO NOT CONTACT)	Circuit Court of Cook County, Illinois Chancery Division Richard J. Daley Center 50 West Washington St., Room 802 Chicago, IL 60602