

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, CHANCERY DIVISION**

MANUEL MARTINEZ, individually and on behalf of themselves and all other similarly situated persons, known and unknown,

Plaintiff(s),

vs.

C STUDIO MANUFACTURING, LLC,

Defendant.

Case No. 2023CH000053

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Manuel Martinez (“Plaintiff”) hereby enters into this Class Action Settlement Agreement And Release (“Settlement Agreement”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendant C Studio Manufacturing, LLC (“Defendant” or “C Studio,” and with Plaintiff, the “Parties”) alleged in the litigation captioned Martinez v. C Studio, Case No. 2023CH000053, currently pending in the Circuit Court of the Eighteenth Judicial Circuit in the DuPage County, Illinois, Chancery Division (the “Litigation”), on the terms set forth herein. Capitalized terms shall otherwise have the meaning ascribed to them in Section II of this Settlement Agreement.

I. RECITALS

WHEREAS, Plaintiff initiated litigation against Defendant on or about March 9, 2023, in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. On April 13, 2023, Defendant timely removed the action to the United States District Court for the Northern District of Illinois, Case No. 1:23-cv-2319. The Parties, however, have agreed to voluntarily remand the action from the Northern District of Illinois to the Circuit Court of DuPage County for purposes of approval of this Settlement. Plaintiff generally alleges that Defendant collected, used, stored,

obtained, and disseminated Plaintiff's biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* ("BIPA"). Plaintiff asserts claims on his own behalf as well as on behalf of all persons who scanned or otherwise used their finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval, with certain exclusions.

WHEREAS, Defendant denies all of Plaintiff's allegations in the Litigation and specifically denies that it has engaged in any wrongdoing whatsoever, that it has violated BIPA, that Plaintiff and the proposed class are entitled to any relief whatsoever, and that the action can properly or feasibly be maintained as a class action on a contested basis.

WHEREAS, on or about May 18, 2023, the parties began to discuss the possibility of settlement, and on or about June 2, 2023, the parties engaged in mediation with the assistance of the Honorable Wayne R. Andersen (Ret.) of JAMS. The parties did not reach the terms of a settlement on June 2, 2023, and instead continued to conduct negotiations through Judge Andersen until on or about June 10, 2023, when the parties reached a preliminary agreement on the material terms of a class settlement of the Litigation, subject to negotiating the remaining settlement terms and negotiating a definitive written settlement agreement.

WHEREAS, Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation and have engaged in investigation and discovery of the claims asserted therein.

WHEREAS, Plaintiff and Class Counsel have examined the benefits to be obtained under the terms of this Settlement Agreement, have considered the risks associated with the continued prosecution of the Litigation, and believe that it is in the best interests of the Settlement Class that

the Litigation be resolved on the terms and conditions set forth in this Settlement Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the other defenses available to Defendant, the substantial benefits that members of the Settlement Class will receive as a result of the Settlement Agreement, the risks and uncertainties of continued litigation, and the expense that would be necessary to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

WHEREAS, Defendant denies each and every allegation of liability, wrongdoing and damages, and further denies that the Litigation may be maintained as a class action except for settlement purposes only. Nonetheless, without admitting or conceding any liability, damages or any wrongdoing whatsoever and without conceding the appropriateness of class treatment for claims asserted in any future complaint, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Settlement Agreement solely to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law, including BIPA, or of liability on the claims or allegations in the Litigation.

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission of any kind by Defendant that Plaintiff's claims in this Litigation or any other similar claims in other proceedings are or would be suitable for class treatment if the Litigation proceeded through litigation and/or trial.

WHEREAS, the Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Parties arising out of or relating to allegations that Defendant is subject to or violated BIPA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties hereto agree as follows, subject to preliminary and final approval from the Court:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. Attorneys' Fees and Expenses - "Attorneys' Fees and Expenses" means the total award of attorneys' fees, costs and expenses sought by Class Counsel, including any costs associated with settlement administration and mediation, and allowed by the Court.

2. BIPA - "BIPA" means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.*

3. C Studio - "C Studio" means Defendant C Studio Manufacturing, LLC.

4. Claim Deadline - "Claim Deadline" means the date 30 Days after the Notice Date by which a member of the Settlement Class eligible for the relief under this Settlement shall complete, sign and submit a Claim Form.

5. Claim Form - "Claim Form" means the document attached hereto as Exhibit A, or a document approved by the Court substantially similar to Exhibit A, that Settlement Class Members must complete, sign and submit on or before the Claim Deadline to be eligible for relief under the terms of this Settlement.

6. Class Counsel - "Class Counsel" means Daniel Schlade and James Dore of Justicia Laboral, LLC.

7. Class Notice - “Class Notice” means the Court-approved form of notice in substantially the same form as Exhibits B, C, and D, which will notify the Settlement Class of preliminary approval of the Settlement and the scheduling of the Final Approval Hearing, among other things.

8. Court - “Court” means the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

9. Days - “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of Illinois legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday or federal or State of Illinois legal holiday.

10. Defense Counsel - “Defense Counsel” means Latham & Watkins LLP on behalf of C Studio.

11. Effective Date - “Effective Date” means the date by which all of the events specified in Section XIII(A) below have occurred or have been met.

12. Emailed Notice - “Emailed Notice” means the notice of the Settlement provided to the Settlement Class by email, which shall be without material alteration from Exhibit B.

13. Escrow Account - “Escrow Account” means the bank account established to hold the Settlement Fund as described in Section V(A) below.

14. Final - “Final,” when referring to a judgment or order, means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing en banc, petitions for leave to appeal, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

15. Final Approval Hearing - “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Order and Judgment.

16. Final Order and Judgment - “Final Order and Judgment” means the Court order that permanently certifies the class and subclass described in Section III(A) below, approves this Settlement Agreement, approves payment of Attorneys’ Fees and Expenses, and makes such other final rulings as are contemplated by this Settlement Agreement, as described in Section XI(A) below, except that any reduction to an award of Attorneys’ Fees and Expenses or to the Service Award shall not constitute a material alteration.

17. Issuance Date - “Issuance Date” means 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved.

18. Litigation - As noted above, “Litigation” means Martinez v. C Studio, Case No. 2023CH000053, which is pending in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

19. Mailed Notice - “Mailed Notice” means the notice of the Settlement provided to the Settlement Class by First-Class Mail, postage pre-paid, which shall be without material alteration from Exhibit C.

20. Notice Date - “Notice Date” means the date upon which Mailed Notice is mailed in accordance with the terms set forth in Section VII(D) below. If Mailed Notice occurs over a period of Days, the Notice Date shall be the later of the date on which the last set of Mailed Notices are mailed.

21. Notice Program - “Notice Program” means the program for disseminating the Class Notice to the Settlement Class in accordance with the terms set forth in Section VII below and as described further in Exhibit F.

22. Objection Date - “Objection Date” means the date 45 Days after the Notice Date by which Settlement Class Members must submit any objection to the Settlement Agreement’s terms or provisions and any required statements, proof, or other materials and/or argument.

23. Opt Out - “Opt Out” means a member of the Settlement Class who properly and timely submits a Request for Exclusion from the Settlement Class as set forth in Section VIII below.

24. Opt-Out Deadline - “Opt-Out Deadline” means the date 45 Days after the Notice Date by which any member of the Settlement Class who does not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election to opt out.

25. Opt-Out List - “Opt-Out List” means a written list prepared by the Settlement Administrator of the names of all members of the Settlement Class who submit timely, valid Requests for Exclusion.

26. Parties - “Parties” means Plaintiff and Settlement Class Members together with Defendant. Plaintiff and Settlement Class Members shall be referred to as one Party, with Defendant being referred to as the other Party.

27. Person - “Person” means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual’s or entity’s spouse, heirs, predecessors, successors, agents, representatives, assignees, and counsel.

28. Plaintiff - “Plaintiff” means Manuel Martinez.

29. Preliminary Approval Date - “Preliminary Approval Date” means the date on which the Preliminary Approval Order is entered by the Court.

30. Preliminary Approval Order - “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement and conditionally certifying a provisional Settlement Class, in substantially the same form as Exhibit E.

31. Published Notice - “Published Notice” means the notice published on the Settlement Website, which shall be without material alteration from Exhibit D.

32. Release - “Release” means the release and discharge, as of the Effective Date, by the Releasing Parties of the Released Parties of and from all Released Claims.

33. Released Claims - “Released Claims” means any and all claims, actions, causes of action, rights, demands, disputes, suits, debts, liens, contracts, warranties, agreements, offsets or liabilities, including but not limited to tort claims, equitable claims, claims for breach of

contract, breach of warranty, breach of the duty of good faith and fair dealing, breach of federal, state, or local statutory duties, actual or constructive fraud, misrepresentation, omission, fraudulent inducement, statutory or consumer misrepresentation, omission or fraud, unfair business or trade practices, any right to recovery or relief in, through or as a result of a parens patriae action, a private-attorney-general action or other governmental action or investigation, restitution, rescission, compensatory and punitive damages, statutory damages, injunctive or declaratory relief, public injunction, any right to relief pursuant to a public injunction, attorneys' fees, interests, costs, penalties and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, direct or indirect, under federal, state, provincial or local law, rules or regulations, that the Releasing Parties now have or may in the future have with respect to any conduct, acts, omissions, facts, matters, transactions or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to BIPA, biometric data, biometric information, biometric identifiers, or the actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures or failures of disclosure, statements, representations, omissions or failures to act, make disclosures or obtain consents or releases regarding the collection, capture, storage, use, profiting from, possession, disclosure, publication and/or dissemination of biometric data, biometric identifiers or biometric information, including all claims that were brought or could have been brought in the Litigation, belonging to any and all Releasing Parties.

34. Released Parties - "Released Parties" means C Studio and its affiliates and each of their respective past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, grand-

members, employees, partners, agents, insurers, co-insurers, attorneys, legal representatives, other agents and all other Persons, entities or individuals acting for or on their behalf.

35. Releasing Parties - “Releasing Parties” means Plaintiff (on behalf of himself and all Settlement Class Members), each of the Settlement Class Members and their respective predecessors, successors, assigns, subrogees, officers, directors, employees, agents, counsel, parents, subsidiaries, administrators, insurers, co-insurers, reinsurers, and insurance brokers as well as all other legal or natural persons who may claim by, through or under Plaintiff or the Settlement Class Members and who have not excluded themselves from the Settlement Class.

36. Request for Exclusion - “Request for Exclusion” means any request by any member of the Settlement Class for exclusion from the Settlement Class in compliance with Section VIII below.

37. Service Award - “Service Award” means compensation for Plaintiff, as defined in Section X(B) below, for the time and effort undertaken in the Litigation, which shall be subject to Court approval.

38. Settlement - “Settlement” means the agreement by Plaintiff and Defendant to resolve the Litigation, the terms of which have been memorialized in this Settlement Agreement.

39. Settlement Administrator - “Settlement Administrator” means the third-party agent or administrator agreed to by the Parties and appointed by the Court to implement the notice and other requirements of this Settlement Agreement. The Parties agree that American Legal Claim Services LLC shall serve as the Settlement Administrator, subject to approval by the Court.

40. Settlement Agreement - “Settlement Agreement” means this settlement agreement, including any amendment hereto pursuant to Section XV(E) below, and all the exhibits attached hereto.

41. Settlement Class - “Settlement Class” means all persons who scanned or otherwise used their finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval, subject to the exclusions stated in Section III(A)(i)-(iii) below.

42. Settlement Class Members - “Settlement Class Members” means all Persons in the Settlement Class who do not exclude themselves pursuant to Section VIII below.

43. Settlement Fees and Expenses - “Settlement Fees and Expenses” means the authorized costs and expenses incurred by the Settlement Administrator in providing Class Notice and implementing the Notice Program in accordance with this Settlement Agreement and the anticipated Preliminary Approval Order and all authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement Agreement, including but not limited to costs and expenses associated with assisting the Settlement Class, processing claims, escrowing funds, issuing and/or mailing awards, paying taxes and tax expenses and other authorized fees and expenses of the Settlement Administrator. All Settlement Fees and Expenses shall be paid exclusively out of the Settlement Fund.

44. Settlement Fund - “Settlement Fund” means an amount no greater than one hundred fifty thousand dollars (\$150,000), as described in Section IV(A) below, which will be used to pay Attorneys’ Fees and Expenses, any Service Award ordered by the Court, Settlement Fees and Expenses, and all cash payments to be paid to members of the Settlement Class under

this Settlement Agreement. The Settlement Fund shall represent the maximum amount of Defendant's monetary obligations under this Settlement, and in no event shall Defendant be required to pay or contribute toward the Settlement more than the amount of the Settlement Fund.

45. Settlement Website - "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator that will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Published Notice, and other documents that Class Counsel and Defense Counsel agree upon.

46. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

A. The Parties stipulate to certification, for settlement purposes only, of the Settlement Class defined as follows:

All persons who scanned or otherwise used their finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

B. After execution of this Settlement Agreement, Plaintiff and Class Counsel shall promptly move the Court for entry of a Preliminary Approval Order in substantially the same form as Exhibit E, which by its terms shall:

- 1.** Preliminarily approve the terms of the Settlement Agreement;

2. Certify the Settlement Class for purposes of this Settlement Agreement only;
3. Find that the proposed Settlement is sufficiently fair, reasonable, in the best interest of the class and adequate to warrant providing notice to the Settlement Class;
4. Approve the contents of the Class Notice and the Notice Program;
5. Find that the Notice Program necessarily protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions and meets all applicable requirements of applicable law;
6. Require each member of the Settlement Class who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely Request for Exclusion in accordance with the procedure outlined in Section VIII below;
7. Preliminarily enjoin all members of the Settlement Class, unless and until they have timely excluded themselves from the Settlement Class, from: (a) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in the Litigation or any other lawsuit or

administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims. This Settlement Agreement is not intended to prevent Settlement Class Members from assisting a state, provincial, or federal agency in any action or investigation initiated by such agency;

8. Order that any member of the Settlement Class (who does not submit a timely, written Request for Exclusion from the Settlement Class (i.e., becomes an Opt Out)) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

9. Require each Settlement Class Member who is not an Opt Out and who wishes to object to the fairness, reasonableness or adequacy of this Settlement Agreement or any part of the Settlement to file with the Court and serve on Class Counsel and Defense Counsel a statement of the objection in accordance with the procedures outlined in Section IX below no later than 45 Days after the Notice Date or as the Court otherwise may direct;

10. Require any response to an objection be filed with the Court no later than 14 Days prior to the Final Approval Hearing;

11. Specify that any Settlement Class Member who does not file a timely, written objection to the Settlement, or who fails to otherwise comply with the requirements of Section IX below, shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise;

12. Require that any attorney hired by a Settlement Class Member for the purpose of objecting to this Settlement Agreement or to any portion of the Settlement will be at the Settlement Class Member's expense;

13. Require that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing serve on Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than 45 Days after the Notice Date or as the Court may otherwise direct;

14. Direct that Class Counsel shall file their applications for Attorneys' Fees and Expenses and Plaintiff's Service Award in accordance with the terms set forth in Section X;

15. Direct that Class Counsel shall file their papers in support of final approval of the Settlement no later than 60 Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

16. Schedule a Final Approval Hearing to review comments regarding the proposed Settlement and to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Award application by Plaintiff and dismissing the claims against Defendant with prejudice; and

17. Contain any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the proposed settlement.

IV. SETTLEMENT COMPENSATION AND BENEFITS

A. Settlement Fund. In consideration of the Release and the dismissal of the Litigation with prejudice, and subject to the limits specified herein, Defendant agrees that, within 30 Days of the Effective Date, it will cause an amount sufficient to cover the Attorneys' Fees and Expenses and Service Award to be paid into the Settlement Fund. Defendant further agrees that within 30 Days of the Effective Date or 30 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later, it will cause an amount sufficient to cover all settlement payments made pursuant to Section IV(B) as well as Settlement Fees and Expenses to be paid into the Settlement Fund. Defendant shall have no obligation to pay any amounts in the Settlement Fund beyond the foregoing obligations, and the total amount paid into the Settlement Fund by Defendant shall, in no event, exceed one hundred fifty thousand dollars (\$150,000). Defendant's maximum monetary obligation under this Settlement Agreement is one hundred fifty thousand dollars (\$150,000) and no further monetary obligation shall be imposed on Defendant or otherwise required. Any interest that accrues on the Settlement Fund in the settlement account will be added to the Settlement Fund. Any amounts remaining in the Settlement Fund following disbursement of all settlement payments made pursuant to Section IV(B)(1), Settlement Fees and Expenses, Attorneys' Fees and Expenses, and the Service Award shall revert in full to Defendant pursuant to the terms of Section IV(C).

B. Compensation To Settlement Class Members.

1. Settlement Class Members may submit a claim for a cash payment of no more than \$1,250. All such payments shall be paid exclusively from the Settlement Fund. In order to be eligible to receive the benefits of this Section IV(B)(1), a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

2. The Settlement Administrator shall not review and pay any claims for a cash payment submitted by a member of the Settlement Class after the Claim Deadline. The Settlement Administrator will pay all approved claims as soon as reasonably practicable following the Effective Date, provided, however, that Defendant shall have the right to audit and raise reasonable, good faith challenges to the amounts of cash payments to which the Settlement Administrator determines members of the Settlement Class are entitled.

C. Allocation of Settlement Fund in the Event of Oversubscription or Undersubscription. If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant.

D. Funds Available to Settlement Class Members. The amount of funds available to Settlement Class Members shall be the Settlement Fund minus the following expenses: Settlement Fees and Expenses, any Service Award awarded by the Court, and Attorneys' Fees and Expenses. This amount shall be referred to as the "Net Settlement Fund." The Net Settlement Fund shall be used to pay a maximum of \$1,250.00 to each person who files a valid claim. If the Net Settlement Fund is not exhausted after payment of the claims, the remaining balance shall revert in full to Defendant. If the Net Settlement Fund is insufficient to pay the valid claims in full, the claims shall be reduced *pro rata* to exhaust the fund pursuant to Section IV(C) above.

V. **ADMINISTRATION OF THE SETTLEMENT**

A. Establishment And Administration Of The Settlement Fund As A Qualified Settlement Fund. The Settlement Fund shall be established as a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, pursuant to the subject matter jurisdiction of the Court under Treasury Regulation Section 1.468B-1(c)(1) and an order to be entered by the Court establishing a QSF within the meaning of Treasury Regulation Section 1.468B-1. After the Settlement Fund has been paid into the Escrow Account, the Parties and the Settlement Administrator agree to treat the Settlement Fund as a QSF within the meaning of Treasury Regulation Section 1.468B-1.

B. Settlement Fund, Distributions And Expenses. No portion of the Settlement Fund shall be made available to the Settlement Class except as specifically set forth in this Settlement Agreement. Until such time as the Settlement Fund is distributed, the Settlement Class shall not possess any rights to demand or receive any portion of the monies or the escrowed monies or to mortgage, pledge or encumber the same in any manner. To the extent possible, the terms of the Settlement Agreement shall be construed so as to prevent Plaintiff from being in constructive receipt, as determined under federal income tax principles, of the Settlement Fund. All expenses incurred in administering the Settlement Fund, including without limitation the fees and expenses of the Settlement Administrator and all Settlement Fees and Expenses, shall be paid from the Settlement Fund. If this Settlement Agreement does not for any reason become Final or effective, or if it is otherwise rescinded, withdrawn, or abrogated before the Effective Date of the Settlement, then any and all amounts that have been paid by Defendant into the Escrow Account shall be returned to Defendant, excluding reasonable notice and administration expenses already incurred by the Settlement Administrator before the Effective Date.

C. Administrator Of The Settlement Fund. For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B as promulgated thereunder, the “administrator” shall be the Settlement Administrator or its successors. The Settlement Administrator shall have the authority to conduct any and all activities necessary to administer the Settlement Fund. The Settlement Administrator shall submit personally to the jurisdiction of the Court. The Settlement Administrator shall be indemnified and held harmless by Plaintiff and the Settlement Class from any claims made by any alleged lien holder or other Person or entity that attempts to assert a right of payment, reimbursement or garnishment against the Settlement Fund.

D. QSF-Related Duties Of The Settlement Administrator. The Settlement Administrator shall timely and properly file, or cause to be filed, all federal, state or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Settlement Fund (including without limitation the returns described in Treasury Regulation Section 1.468B-2(k)). Such Tax Returns shall be consistent with this subsection and in all events shall reflect that all taxes (including any estimated taxes, earnings or penalties) on the income earned on the funds deposited in the Settlement Fund shall be paid out of such funds as provided herein. In all events, Defendant and Defense Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any Tax Return or other document with the Internal Revenue Service or any other state or local taxing authority. Defendant and Defense Counsel shall have no liability or responsibility for the taxes of the Settlement Fund with respect to the Settlement Fund amount nor the filing of any Tax Returns or other documents with the Internal Revenue Service or any other taxing authority, nor any expenses associated therewith (beyond those expenses being paid from the Settlement

Fund as provided herein). In the event any taxes are owed by Defendant or Defense Counsel on any earnings on the funds on deposit in the Settlement Fund, such amounts shall also be paid out of the Settlement Fund. Taxes with respect to the Settlement Fund shall be treated as, and considered to be, a Settlement Fee or Expense and shall be timely paid, or caused to be paid, by the Settlement Administrator out of the Settlement Fund without prior order from the Court or approval by Defendant. The Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to the Settlement Class any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation Section 1.468B-2(1)(2)). The Parties agree to cooperate with each other, and their tax attorneys and accountants to the extent reasonably necessary, to carry out these provisions. The Settlement Administrator shall obtain a Federal Taxpayer Identification Number for the Settlement Fund upon the execution of an order by the Court establishing the Settlement Fund. The Settlement Administrator is authorized, upon final distribution of all monies paid into the Settlement Fund, to take appropriate steps to wind down the Settlement Fund and thereafter the Settlement Administrator is discharged from any further responsibility with respect to the Settlement Fund.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

A. Promptly after the Preliminary Approval Date, the Parties will direct the Settlement Administrator to issue Class Notice and administer the Notice Program, to receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

B. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a

mailing address to which members of the Settlement Class can send claims as well as a process for submitting claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice, and Claim Form for download or electronic submission.

C. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim.

D. The decision of the Settlement Administrator regarding whether a Claim Form is valid is final and binding on the Parties and members of the Settlement Class, except that Defendant shall have the right to audit and raise reasonable, good faith challenges to the amounts of cash payments to which the Settlement Administrator determines members of the Settlement Class are entitled. The Parties and/or Settlement Class Members also retain the right to appeal any such determination by the Settlement Administrator. In such event, the Parties agree to negotiate in good faith a resolution of any dispute regarding a decision by the Settlement Administrator, and only if the dispute cannot be resolved informally by the Parties, shall the dispute be presented to and resolved by the Court.

E. All costs and expenses related to the administration of this Settlement, including whenever paid by Defendant or the Settlement Administrator, will be deducted from the Settlement Fund.

F. By the Issuance Date, the Settlement Administrator will mail to members of the Settlement Class who have submitted an approved Claim Form award checks pursuant to and

subject to the terms of Section IV(B)(1). The award checks shall be valid for a period of 90 Days from the Issuance Date, and shall state, in words or substance, that the award check must be cashed, deposited, or otherwise negotiated within 90 Days, after which time it will become void. In the event an award check is lost or becomes void, the Settlement Class Member shall have until 90 Days after the Issuance Date to request reissuance. No later than 180 Days from the Issuance Date, the Settlement Administrator shall take all steps necessary to stop payment on any award checks that remain uncashed and in such a scenario. Any member of the Settlement Class who has had a stop payment placed on their check will forfeit the right to payment and will not be entitled to have the award check reissued or to any further distribution from the Settlement Fund or other payment or to any further recourse against the Released Parties, and the Settlement Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. If there is any balance remaining in the Settlement Fund 30 Days after the Settlement Administrator completes the process for stopping payment on any award checks that remain uncashed, the balance will revert back to Defendant.

VII. NOTIFICATION TO CLASS MEMBERS

A. The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

B. All costs associated with providing Class Notice to the Settlement Class shall be paid exclusively by the Settlement Administrator from the Settlement Fund. Prior to the funding of the Settlement Fund, Defendant will make payments necessary to cover the costs of the Notice Program. Such payments will reduce the amount that Defendant ultimately must contribute to the Settlement Fund pursuant to Section IV(A).

C. As soon as practicable after the Preliminary Approval Order, the Settlement Administrator will obtain from Defendant the names of each potential member of the Settlement

Class. Defendant shall provide information in its possession regarding the e-mail addresses and U.S. Mail addresses of each member of the Settlement Class to the Settlement Administrator as soon as practicable, but by no later than 45 Days after the execution of this Settlement Agreement, to the extent that Defendant reasonably can identify such information in its possession.

D. Within 60 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will mail by First-Class Mail, postage pre-paid, the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members, at each Settlement Class Member's last known address.

E. Within 60 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will email the Court-approved Emailed Notice (Exhibit B) to all potential Settlement Class Members for whom an email address is available.

F. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the Mailed Notice to any more accurate addresses so found.

G. Within 30 Days of the entry of the Preliminary Approval Order, the Settlement Administrator will cause the Settlement Website to be updated to provide information and relevant documents related to this Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; this Settlement Agreement; and contact addresses for questions.

The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

H. Class Counsel, Defense Counsel and Defendant will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class.

I. As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

VIII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS

A. The provisions of this Section shall apply to any Request for Exclusion. Any member of the Settlement Class may make a Request for Exclusion by mailing or delivering such request in writing to the Settlement Administrator as specified in the Class Notice. Any Request for Exclusion must be postmarked or delivered not later than the Opt-Out Deadline.

Any Request for Exclusion must:

i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

ii. State the name, address and telephone number of the Person requesting exclusion; and

iii. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a

Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

B. A member of the Settlement Class may opt out only on an individual basis; so-called “mass” or “class” opt outs shall not be allowed.

C. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. If the Person requesting exclusion is represented by counsel, the Request for Exclusion shall also be signed by the attorney who represents them.

D. Not later than 7 business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

E. Any member of the Settlement Class who has not timely and properly filed a written Request for Exclusion from the Settlement Class shall be bound by this Settlement and by all subsequent procedures, orders, and judgments in the Litigation.

F. Any member of the Settlement Class who elects to opt out of the Settlement Class pursuant to this Section shall not be entitled to relief under or be affected by the Settlement Agreement.

G. Any member of the Settlement Class who fails to submit a timely and complete Request for Exclusion to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion (or other communication sent to such address) that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the

Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

IX. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by the Objection Date. Such objection must:

i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that counsel;

ii. State the name, address and telephone number of the Settlement Class Member objecting;

iii. State the name, address and telephone number of every attorney representing or assisting the objector;

iv. Contain a detailed statement of each objection asserted, including the grounds for objection, together with any documents such Person wishes to be considered in support of the objection;

v. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five years; and

vi. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

B. Members of the Settlement Class may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling. Further, if a member of the Settlement Class submits both a valid and timely Request for Exclusion and a claim, the claim shall be denied.

C. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement Agreement, in accordance with such Settlement Class Member's due process rights.

D. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file such notice of objection, including any request to be heard, with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise. The Preliminary Approval Order will also require the Settlement Administrator to forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

E. In accordance with law, only Settlement Class Members who have objected to the Settlement pursuant to the terms above may appeal any Final Order and Judgment. The proposed Final Order and Judgment shall provide that any Settlement Class Member who wishes to appeal the Final Order and Judgment, which appeal will delay the distribution of benefits to the Settlement Class, may be required to post a bond as required by the Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

X. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD

A. Attorneys' Fees and Expenses. All Attorneys' Fees and Expenses shall be paid out of the Settlement Fund in an amount to be awarded by the Court. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses. Class Counsel agree that their request for Attorneys' Fees and Expenses will not exceed fifty thousand dollars (\$50,000), representing one-third of the total settlement fund, in aggregate fees and costs. Class Counsel, on behalf of themselves and their firm, Justicia Laboral, LLC, further agree that they shall not, in this or any other proceeding, seek any fees, costs, or expenses arising out of or related to the Released Claims beyond the Attorneys' Fees and Expenses awarded by the Court pursuant to this Section X, provided the Effective Date occurs. Class Counsel shall be entitled to the Attorneys' Fees and Expenses awarded by the Court (subject to the limitations of this Section and provided that Class Counsel has first provided to the Settlement Administrator completed W-9 forms and completed wire transfer forms) 35 Days after the Effective Date. All such amounts will be paid from the Settlement Fund. Class Counsel shall file their papers in support of any application for Attorneys' Fees and Expenses no later than the Notice Date.

B. Service Award For Plaintiff. In recognition of Plaintiff's work on behalf of the Settlement Class, Defendant agrees not to oppose an application for a Service Award not to exceed one thousand dollars (\$1,000) to Plaintiff Manuel Martinez. Any Service Award ordered by the Court will be paid exclusively out of the Settlement Fund 30 Days after the Effective Date, provided that Class Counsel have provided to the Settlement Administrator completed W-9 forms for the Plaintiff and wire transfer forms at least 21 Days before payment. Any Service Award is in addition to other payments to Plaintiff under the Settlement. Class Counsel shall file their papers in support of any application for a Service Award for Plaintiff no later than the Notice Date.

XI. FINAL ORDER AND JUDGMENT, RELEASE, DISMISSAL OF ACTION AND JURISDICTION OF COURT

A. If this Settlement Agreement (including any modification thereto made with the consent of the Parties as provided for herein) is approved by the Court following the Final Approval Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request the Court to enter a Final Order and Judgment pursuant to the Illinois Code of Civil Procedure and all applicable laws, that, among other things:

1. Finds that the Court has and retains personal jurisdiction over Plaintiff and all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto;

2. Certifies the Settlement Class solely for purposes of this Settlement;

3. Grants final approval of this Settlement Agreement as being sufficiently fair, reasonable, in the best interest of the class, and adequate as to all Parties, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties, and directs the Parties and their counsel to implement and consummate this Settlement Agreement in accordance with its terms and provisions;

4. Declares this Settlement Agreement and the Final Order and Judgment to be binding on and to have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of any of the Releasing Parties.

5. Finds that the Notice Program implemented pursuant to this Settlement Agreement protects the interests of the Settlement Class and the Parties, satisfies the requirements of due process under the Illinois and United States Constitutions, and meets all applicable requirements of applicable law;

6. Finds that Class Counsel and Plaintiff adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Settlement Agreement;

7. Dismisses the Litigation on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

8. Adjudges that the Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against Defendant and the Released Parties;

9. Approves payment of the Attorneys' Fees and Expenses to Class Counsel and Plaintiff's Service Award in a manner consistent with Section X above;

10. Directs Defendant to provide Settlement Class Members with the benefits described in Section IV(B);

11. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over Defendant, Plaintiff, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

12. Provides that upon the Effective Date, Plaintiff and all Settlement Class Members who have not been excluded from the Settlement Class shall be barred from asserting any Released Claims against Defendant or any Released Parties, and any such Settlement Class Members shall have released any and all Released Claims as against Defendant and all Released Parties;

13. Determines that the Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession, or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendant or any Released Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement;

14. Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, and (b) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial or federal agency in any investigation or suit initiated by any such agency;

15. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all members of the Settlement Class who have timely requested exclusion from

the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment; and

16. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Settlement Agreement and all exhibits hereto as (a) shall be consistent in all material respects with the Final Order and Judgment and (b) do not limit the rights of the Parties or Settlement Class Members.

B. As of the Effective Date, the Releasing Parties are deemed to have fully, finally, irrevocably and unconditionally forever released, acquitted, relinquished, and forever discharged the Released Parties of and from all Released Claims by operation of entry of the Final Order and Judgment and Order of Dismissal. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for Service Award to Plaintiff.

C. Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

D. The Releasing and the Released Parties expressly acknowledge that they are familiar and understand with principles of law such as Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding California or other law, the Releasing Parties and the Released Parties hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law in connection with claims that they do not now know or suspect to exist in their favor at the time of executing the Release and that, if known by them, would have affected their settlement with the Released Parties and that are the same as, substantially similar to, or overlap the Released Claims, and the Releasing Parties and the Released Parties hereby agree and acknowledge that this is an essential term of the Release. In connection with the Release, the Releasing Parties and the Released Parties acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby knowingly and voluntarily released, relinquished and discharged. All Settlement Class Members will be bound by this release in this Section XI(D) unless they properly and timely submit a Request for Exclusion from the Settlement Class as set forth in Section VIII above.

E. Nothing in the Release or the shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT

A. Within 15 Days after the occurrence of any of the following events and upon written notice to counsel for all Parties, but in any event before the Effective Date, a Party shall have the right to withdraw from the Settlement and terminate this Settlement Agreement:

1. If the Court fails to approve the Settlement Agreement or if on appeal the Court's approval is reversed or modified;

2. If the Court materially alters any of the terms of the Settlement Agreement, provided however that any reduction to an award of Attorneys' Fees and Expenses or to the Service Award shall not constitute a material alteration;

3. If the Preliminary Approval Order, as described in Section III(B) above, or the Final Order and Judgment, as described in Section XI(A) above, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason; or

4. If any Settlement Class Member or Opt Out seeks or continues to seek, on behalf of or for the benefit of a group or class of individuals or for the public, restitution, or a right to request a refund in any action or proceeding involving Defendant relating to any of the Released Claims, notwithstanding this Settlement Agreement.

5. In the event of a withdrawal pursuant to this Section XII(A), any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

B. If Settlement Class Members properly and timely submit Requests for Exclusion from the Settlement Class as set forth in Section VIII above, thereby becoming Opt Outs, and are in a number more than indicated in the Parties' separate filing under seal with the Court, then

Defendant may withdraw from the Settlement and terminate this Settlement Agreement. In that event, all of Defendant's obligations under this Settlement Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Defendant's position on the issue of class certification; and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement.

C. In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Defendant must notify Class Counsel in writing of their joint election to do so within 10 business Days after being served with the Opt-Out List by the Settlement Administrator.

D. In the event that Defendant exercises such right to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in Section XII(B) above, Class Counsel shall have 45 business Days or such longer period as agreed to by the Parties to address the concerns of the Opt Outs. If through such efforts the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number indicated in the Parties' separate filing under seal with the Court, Defendant shall withdraw its election to withdraw from the Settlement and terminate the Settlement Agreement. In no event, however, shall Defendant have any further obligation under this Settlement Agreement to any Opt Out unless such Settlement Class Member withdraws the Settlement Class Member's Request for Exclusion.

E. For purposes of this Section XII, Opt Outs shall not include (i) Persons who are specifically excluded from the Settlement Class under Section III(A)(i)-(iii) above, (ii) Opt Outs who elect to withdraw their Request for Exclusion and therefore become Settlement Class Members, and (iii) Opt Outs who agree to sign an undertaking that they will not pursue an

individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Settlement Agreement.

F. In the event of withdrawal by Defendant in accordance with the terms set forth in this Section XII, the Settlement Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or as evidence of or as an argument for the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendant, Plaintiff and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court.

XIII. EFFECTIVE DATE

A. The Effective Date of this Settlement Agreement shall be 30 Days after the date when each and all of the following conditions have occurred:

1. This Settlement Agreement has been fully executed by all Parties and their counsel;

2. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the form of Class Notice, all as provided above;

3. Class Notice has been sent by means of the Notice Program, as provided above;

4. The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above; and

5. The Final Order and Judgment has become Final as defined in Section XIII(B) below.

B. “Final,” when referring to a judgment or order, means that (1) the judgment is a final, appealable judgment and (2) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for leave to appeal, petitions for writ of *certiorari* or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

C. If, for any reason, the Final Order and Judgment fails to become Final pursuant to the Section XIII(B) above, the orders, judgment and dismissal to be entered pursuant to this Settlement Agreement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Litigation as if this Settlement Agreement had never been entered into.

XIV. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal valid and binding obligation.

B. Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the

transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

C. Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and the consummation by Defendant of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

XV. ADDITIONAL PROVISIONS

A. This Settlement Agreement and the exhibits and related documents thereto, as well as any payment of monies or any other action taken by Defendant pursuant to any provision of this Settlement Agreement, are not and shall not at any time be construed or deemed to be or to evidence any admission against or concession by Defendant with respect to any wrongdoing, fault, or omission of any kind whatsoever, whether or not this Settlement Agreement results in entry of a Final Order and Judgment as contemplated herein. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms or as required for preliminary approval and final approval. Defendant denies any liability to Plaintiff and to all members of the Settlement Class. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of settlement. In the event that the Effective Date does not occur for any reason, or in the event the Final Order and Judgment is not entered or is vacated, then this Settlement Agreement, including any Release or dismissals hereunder, is cancelled and null and void. In the event this Settlement Agreement is cancelled or deemed cancelled, no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation or in any other litigation, and all Parties shall be restored to their prior rights positions as if the mediation had never occurred and the Settlement Agreement had not been entered into.

C. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, declarations and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

D. The headings of the sections and subsections of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

E. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all of the Parties or their counsel.

F. There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Settlement Agreement.

G. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect. The executing of documents must take place prior to the date scheduled for the preliminary approval hearing.

H. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

I. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

J. Except as otherwise provided in this Settlement Agreement, Plaintiff, members of the Settlement Class, and Defendant shall each bear his, her or its own costs of the Litigation.

K. No Person shall have any claim against Plaintiff, Class Counsel, Defendant, Defense Counsel, the Settlement Administrator or the Released Parties or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or any appellate court.

L. Plaintiff represent and warrant that no portion of any claim, right, demand, action or cause of action against the Released Parties that Plaintiff have or may have arising out of any

allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which Plaintiff may be entitled, has been assigned, transferred or conveyed by or for Plaintiff in any manner or is subject to an attorneys' lien; and no Person other than Plaintiff has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Settlement Agreement as those of Plaintiff.

M. If any section, subsection, clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other section, subsection, clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid or unenforceable section, subsection, clause, paragraph or other provisions had not been contained herein.

N. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

O. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

P. Within 30 Days after the Effective Date, Class Counsel and Defense Counsel will, at the non-disclosing Parties' election, return or destroy all confidential material produced by one to the other in discovery or otherwise in connection with the Litigation.

Q. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties.

R. The determination of the terms of and the drafting of this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. In entering into this Settlement Agreement, none of the Parties relied on advice received from any other Party or any other Party's counsel.

S. Integrated Agreement:

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

2. This Settlement Agreement and the exhibits thereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth herein.

T. Any notice, request or instruction or other document to be given by any Party to this Settlement Agreement to any other Party to this Settlement Agreement (other than the Class Notice) shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to the following addresses:

All Notices to Class Counsel or Plaintiff shall be sent to:

Daniel Schlade
James Dore
JUSTICIA LABORAL, LLC
6232 N. Pulaski, #300
Chicago, IL 60646
Telephone: (773) 415-4898

All Notices to Defense Counsel or Defendant shall be sent to:

Robert C. Collins III
LATHAM & WATKINS LLP
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, Requests for Exclusion, or other documents or filings received as a result of the Class Notice.

U. Plaintiff and Class Counsel hereby agree to not engage in any communications with the media or the press, on the Internet or in any public forum, orally or in writing, that relate to this Settlement, the Litigation or the claims or allegations in the Litigation other than statements that are fully consistent with the Class Notice.

V. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement for the purpose of the administration and enforcement of this Settlement Agreement.

[The Remainder Of This Page Is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed and caused this Settlement Agreement to be executed by their duly authorized attorneys below.

Plaintiff Manuel Martinez

JUSTICIA LABORAL, LLC

DocuSigned by:
Manuel Martinez
EA4EC072102B465...

James M. Dore

Date: 8/7/2023

Daniel Schlade
James Dore
6232 N. Pulaski, #300
Chicago, IL 60646
Telephone: (773) 550-3775

Defendant C Studio Manufacturing, LLC

Approved as to form:
LATHAM & WATKINS LLP

By: Tasha Grinnell

Robert Collins

Its: Chief Legal officer

Robert C. Collins III
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700
Facsimile: (312) 993-9767

Date: 8/23/2023

EXHIBIT A

EXHIBIT B

From Email:
From: C Studio Settlement Administrator
Subject Line: C Studio BIPA Settlement – Legal Notice

Notice ID:
Confirmation Code:
Name:

**LEGAL NOTICE BY ORDER OF THE
EIGHTEENTH JUDICIAL CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS**

*An Illinois state court authorized this notice. This is **not** a solicitation from a lawyer.*

If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval, you may be entitled to a cash payment from a proposed class action settlement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

[www.\[website\].com](http://www.[website].com)

Questions? Call [Phone Number]

Para ver este aviso en español, visite

[www.\[website\].com](http://www.[website].com)

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

What is this notice about? A proposed Settlement has been reached in a lawsuit against C Studio Manufacturing, LLC (“C Studio”). The lawsuit claimed that C Studio collected, used, stored, obtained, and disseminated Plaintiff’s biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* C Studio denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

Who is included? You may be a Settlement Class Member if you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval.

What are my options?

If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC’s timekeeping system, you can: (1) do nothing and receive no monetary benefit, (2) submit or postmark a Claim Form by [redacted], 2023 to request a cash payment, (3) exclude yourself from the Settlement by [redacted], 2023, or (4) object to the Settlement by [redacted], 2023.

If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court’s

orders and judgments and you will release your claims against C Studio and related entities (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object or file a claim, visit [www.\[website\].com](http://www.[website].com) or call [Phone Number].

What happens next? The Court, located in [Wheaton, Illinois](#), will hold a hearing on **[Final Approval Hearing DATE], 2023 at [TIME] a.m. CST** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what Service Award, if any, should be given to the Plaintiffs. You may attend this hearing, but you do not have to. You or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

Who represents me? The Court has appointed Daniel Schlade and James Dore of Justicia Laboral, LLC (6232 N. Pulaski, #300, Chicago, IL 60646, 773-415-4898) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including the Mailed Notice, Published Notice, Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiffs' Service Awards and Settlement Agreement, call [Phone Number] or visit [www.\[website\].com](http://www.[website].com).

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

[Unsubscribe](#)

EXHIBIT C

American Legal Claim Services LLC
8011 Philips Highway, Suite 5
Jacksonville, FL 32256

LEGAL NOTICE BY ORDER OF THE EIGHTEENTH JUDICIAL CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS

*A Illinois state court authorized this notice. This is **not** a solicitation from a lawyer.*

If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC's timekeeping system in the state of Illinois at any time from March 9, 2018 through the **date of Preliminary Approval**, you may be entitled to a cash payment from a proposed class action settlement.

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

[www.\[website\].com](http://www.[website].com)

Questions? Call [Phone Number].

Para ver este aviso en español, visite

[www.\[website\].com](http://www.[website].com)

Check the website regularly for updates, including about the scope and terms of the Settlement Class and the Settlement.

What is this notice about? A proposed Settlement has been reached in a lawsuit against C Studio Manufacturing, LLC ("C Studio"). The lawsuit claimed that C Studio collected, used, stored, obtained, and disseminated Plaintiff's biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* C Studio denies these allegations. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

Who is included? You may be a Settlement Class Member if you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC's timekeeping system in the state of Illinois at any time from March 9, 2018 through the **date of Preliminary Approval**.

PRE-SORTED
FIRST-CLASS
MAIL
AUTO
U.S. POSTAGE
PAID

<MAILER ID>

<IMB>

<Name>

<Address1>

<Address2>

<City>, <State> <Zip>

<Country>

What are my options?

If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC's timekeeping system, you can: (1) do nothing and receive no monetary benefit, (2) submit or postmark a Claim Form by [redacted], 2023 to request a cash payment, (3) exclude yourself from the Settlement by [redacted], 2023, or (4) object to the Settlement by [redacted], 2023.

If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and you will release your claims against C Studio and related entities (including any that you have already initiated in any proceeding), even if you do not file a claim. For information on how to exclude yourself, object, or file a claim, visit [www.\[website\].com](http://www.[website].com) or call [Phone Number].

What happens next? The Court, located in **Wheaton, Illinois**, will hold a hearing on **[Final Approval Hearing Date], 2023** at **[TIME] CDT/CST** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel and what Service Award, if any, should be given to the Plaintiff. You may but do not have to attend this hearing. You or your attorney may ask to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

Who represents me? The Court has appointed Daniel Schlade and James Dore of Justicia Laboral, LLC (6232 N. Pulaski, #300, Chicago, IL 60646, 773-415-4898) to represent you as Class Counsel at no charge to you. If you want your own lawyer, you may hire one at your own expense.

How do I get more information? Call [Phone Number] or visit [www.\[website\].com](http://www.[website].com).

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT D

EIGHTEENTH JUDICIAL CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS

If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the **date of Preliminary Approval, you may be entitled to a cash payment from a proposed class action settlement.**

Esta Notificación de arreglo colectivo está disponible en español.

Visite el siguiente sitio web: www.website.com

A court authorized this Notice. It is not a solicitation from a lawyer.

Your legal rights are affected whether you act or do not act. Please read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| SUBMIT A CLAIM FORM | If you scanned or otherwise used your finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of C Studio Manufacturing, LLC’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval , the only way to get a payment is to submit a Claim Form. Claim Forms must be submitted online or postmarked by [DATE] , 2023. |
| EXCLUDE YOURSELF (OPT OUT) | Get no cash payment. This is the only option that allows you to ever be part of any other lawsuit against C Studio Manufacturing, LLC about the legal claims in this case. Requests for Exclusion must be postmarked by [DATE] , 2023. |
| OBJECT OR COMMENT | Write to the Court about why you do not like the Settlement. The deadline to file and serve an objection is [DATE] , 2023. |
| GO TO A HEARING | Ask to speak in Court about why you do not support the proposed Settlement or any of its provisions. The Final Approval Hearing will be held on [DATE] , 2023 at [TIME] CST. |
| DO NOTHING NOW | Doing nothing now means you will get no monetary benefits from the Settlement. If you do nothing, you give up rights to submit a Claim Form for monetary benefits or to bring a lawsuit against C Studio Manufacturing, LLC and related entities arising from or relating to the Illinois Biometric Information Privacy Act (“BIPA”), biometric data, biometric information, or biometric identifiers. |

These rights and options -- **and the deadlines to exercise them** -- are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made under the Settlement Agreement if the Court approves the Settlement and after appeals are resolved. Please be patient.

QUESTIONS? Read on, visit www.website.com or call **[PHONE NUMBER].**

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why did I receive a notice?

This notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). Judge [NAME] of the Eighteenth Judicial Circuit Court of DuPage County, Illinois is overseeing this class action. The lawsuit is known as *Martinez v. C Studio*, Case No. 2023CH000053 (Ill. Cir. Ct., DuPage Cty.).

2. What is this lawsuit about?

The lawsuit claimed that C Studio Manufacturing, LLC (“C Studio”) collected, used, stored, obtained, and disseminated Plaintiff’s biometric information and/or identifiers in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et. seq.* C Studio denies all of the allegations in the lawsuit.

3. What is a class action?

In a class action lawsuit, one or more people (called named plaintiffs) sue on behalf of other people who have similar claims. The people together are a class or class members. The company they sued is called the defendant. One court resolves the issues for everyone in the class, except for those people who choose to exclude themselves, or opt out, of the class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or C Studio, the Defendant, here. Instead, both sides agreed to a Settlement. The Plaintiff and Class Counsel believe the proposed Settlement confers substantial benefits on the Settlement Class and have determined that the Settlement is in the best interest of the Settlement Class and represents a fair, reasonable and adequate resolution of the lawsuit. C Studio denies the claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to the Plaintiff and the Settlement Class; and denies that it acted improperly or wrongfully in any way. C Studio nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and have taken this into account in agreeing to this Settlement.

WHO IS IN THE SETTLEMENT

To see if you will get any of the benefits of this Settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am part of the Settlement?

The Court decided that everyone who fits this description and does not fall under the exclusions below is a Settlement Class Member: *All persons who scanned or otherwise used their finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval.*

Excluded from the Settlement Class are: (1) Class Counsel; (2) the judges who have presided over this lawsuit; and (3) all persons or entities who have timely elected to become Opt Outs from the Settlement Class in accordance with the Settlement Agreement.

6. I am still not sure if I am included.

If you are still unsure whether you are included, you can call or email the Settlement Administrator at [PHONE] or [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

THE SETTLEMENT BENEFITS -- WHAT YOU GET

7. How can I get a payment?

The proposed Settlement creates a common fund of \$150,000 to pay approved claims made by Settlement Class Members. Settlement Class Members may submit a claim for a cash payment of no more than \$1,250. To receive payment, you must complete, sign, and submit or postmark a Claim Form by the Claim Deadline.

8. When would I get my cash payment or credit?

The Court will hold a hearing on [DATE], 2023 at [TIME] CST, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

9. What if Settlement Class Members claim more than the amount available in the Settlement Fund?

If Settlement Class Members' claims from the Settlement Fund would result in C Studio paying more than \$150,000 into the Settlement Fund, then each Settlement Class Member's claim will be reduced pro rata, meaning that each cash award will be reduced by an equal percentage until the Settlement Class Members' claims no longer exceed the funds available for payment from the \$150,000.

If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to C Studio.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue or be part of any other lawsuit against C Studio and related entities about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a Release of claims which describes exactly the legal claims that you give up if you get Settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)

If you do not want to participate in this Settlement, but you want to keep the right to sue or continue to sue C Studio, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or opting out of the Settlement Class.

11. How do I get out of the Settlement?

Any member of the Settlement Class who wants to be excluded from the Settlement Class and to become an Opt Out must submit a Request for Exclusion to the Settlement Administrator at the address provided below.

Any request to be excluded from the Settlement Class must be postmarked on or before [DATE], 2023 and must:

- i. Have the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class Member is represented by counsel, the Request for Exclusion shall also be signed by that attorney.
- ii. State the name, address and telephone number of the Person requesting exclusion; and
- iii. Contain a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member and elects to be excluded from any judgment entered pursuant to the Settlement.

Requests for Exclusion must be mailed to:

C Studio BIPA Settlement Administrator

ATTN: *Exclusion Request Mail*

[ADDRESS]

You may exclude yourself on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

12. If I do not exclude myself, can I sue C Studio for the same thing later?

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue C Studio for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

13. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a cash payment. But you may sue, continue to sue or be part of a different lawsuit against C Studio.

14. If I exclude myself, can I object to the Settlement?

No. A member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

15. If I do not submit a Request for Exclusion by [DATE], 2023 or I do not send it to the address listed above, can I still exclude myself?

No. Any member of the Settlement Class who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by this Settlement and every order or judgment entered pursuant to this Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has appointed Daniel Schlade and James Dore of Justicia Laboral, LLC to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court for Attorneys' Fees and Expenses up to \$50,000 and a payment of up to \$1,000 for the Plaintiff. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid from the Settlement Fund. The costs to administer the Settlement will also be paid from the Settlement Fund. Class Counsel's Motion for Attorneys' Fees and Expenses will be available on the Settlement Website once it has been filed.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can ask the Court to deny approval by filing a written notice of objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash payments will be provided under the Settlement, and the lawsuit will continue. If that is what you want to happen, you may object. Please note that you cannot both object to the Settlement and opt out of it.

Any objection to the proposed Settlement must be in writing. If you file a timely written notice of objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Your objection must be filed on or before [DATE], 2023, or it will not be considered.

Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection by [DATE], 2023 that must:

- i. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;
- ii. State the name, address and telephone number of the Settlement Class Member objecting;
- iii. State the name, address and telephone number of every attorney representing or assisting the objector;
- iv. Contain a detailed statement of each objection asserted, including the grounds for objection, together with any documents such Settlement Class Member wishes to be considered in support of the objection;
- v. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated -- financially or otherwise -- in objecting to a class settlement during the preceding five years; and

- vi. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

A Settlement Class Member must file a notice of objection, including any request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon one of the Class Counsel and Defense Counsel, at the addresses set forth below, no later than [DATE], 2023.

| Clerk of the Court | Class Counsel | Defense Counsel |
|---|--|---|
| Office of the Circuit Court Clerk for DuPage County, Illinois 505 County Farm Road P.O. Box 707 Wheaton, Illinois 60187 | Daniel Schlade James Dore Justicia Laboral, LLC 6232 N. Pulaski, #300 Chicago, IL 60646 Telephone: (773) 415-4898 | Robert C. Collins III Latham & Watkins LLP 330 North Wabash Ave. Suite 2800 Chicago, Illinois 60611 |

Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

20. If I do not submit an objection by [DATE], 2023 or I do not properly file and serve it, can I still object to the Settlement?

No. Any Settlement Class Member who does not properly or timely file his or her objection with the Clerk of the Court, along with the required information and documentation set forth above, or to serve it as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

THE COURT’S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [TIME] CST on [DATE], 2023 in Courtroom 2020 at the Eighteenth Judicial Circuit Court of DuPage County, Illinois, 505 North County Farm Road, Wheaton, Illinois 60187 or by remote means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are timely and proper objections, the Court will consider them. The Court will listen to people who have timely and properly asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and award

Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you timely and properly submitted your written objection, along with the required information and documentation set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit a written notice of objection that states your intention to appear at the Final Approval Hearing, either with or without counsel, as outlined above. Be sure to include your name, address, telephone number and your signature as well as the signature of any attorney representing you, in addition to the other information outlined above. Your written notice of objection indicating your intention to appear must be filed with the Clerk of the Court, and served by mail or hand delivery upon one of the Class Counsel and Defense Counsel, at the addresses set forth in Section 18 above, no later than [DATE], 2023. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary benefits from this Settlement. If the Settlement is granted final approval and the judgment becomes final, you will give up your right to be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against C Studio and related entities about the legal issues in this case ever again.

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important case documents at [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

26. How do I get more information?

You can call toll-free [PHONE], email [info@\[EMAIL\].com](mailto:info@[EMAIL].com) or visit the website at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), where you will be able to find the Claim Form, Motions for Approval of Attorneys' Fees and Expenses and Plaintiff's Settlement Award and Settlement Agreement and other important documents related to the Settlement. **You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement.**

You may also contact the attorneys appointed by the Court to serve as Class Counsel:

Daniel Schlade
James Dore
Justicia Laboral, LLC
6232 N. Pulaski, #300

Chicago, IL 60646
Telephone: (773) 415-4898

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT E

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

MANUEL MARTINEZ, individually and on
behalf of themselves and all other similarly
situated persons, known and unknown,

Plaintiff(s),

vs.

C STUDIO MANUFACTURING, LLC,

Defendant.

Case No. 2023CH000053

**[PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the “Motion”), the Court being fully advised and having duly considered the papers and arguments of Counsel and all other papers that have been filed with the Court related to the Settlement Agreement, **HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:**

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.

2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks—and for purposes of settlement only, Defendant does not object to—certification of a Settlement Class defined as follows:

All persons who scanned or otherwise used their finger (or any portion thereof) or any other biometric identifier or information to enroll in or clock into or out of Defendant’s timekeeping system in the state of Illinois at any time from March 9, 2018 through the date of Preliminary Approval.

Specifically excluded are the following Persons:

- (i) Class Counsel;
- (ii) Any Judge or Magistrate Judge who has presided over the Litigation; and
- (iii) All Persons who have timely elected to become Opt Outs from the Settlement Class in accordance with Section VIII below.

3. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable And Adequate

4. Approval of a class action settlement should be given if the settlement is fair, reasonable and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990). The Court has considered these factors and finds that the terms set forth in the Settlement Agreement (in light of the exhibits attached thereto or to the Motion) are fair, reasonable and adequate.

5. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class action mediator the Honorable Wayne R. Andersen (Ret.).

6. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members may submit a claim for a cash payment of no more than \$1,250. In light of the complexity, length and expense of further litigation, as well as the strength of the case for the plaintiff on the merits, this relief is at least adequate for settlement purposes. If the Settlement had not been reached, the Parties planned to vigorously contest both class certification and the merits of the claims, and Plaintiff's chances at trial also would have been uncertain.

7. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class, who will be able to submit claims for cash payments online or by mail, and those claims will be processed by an experienced claims administrator, as further addressed below.

8. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement Agreement that allows Defendant to terminate the Settlement in certain defined circumstances.

9. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the proposed Settlement Class are able to submit a claim for cash payments of equal value.

10. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

Likely Certification Of Settlement Class

11. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 sets forth four prerequisites for a class action: (1) the class is so numerous that joinder of

all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

12. The proposed Settlement Class is sufficiently numerous, because Defendant's records show that over a hundred employees of Defendant scanned or otherwise used their finger (or any portion thereof) or other biometric identifier or information to enroll in or clock into or out of Defendant's timekeeping system during the relevant period, all of whom would be members of the Settlement Class.

13. Resolution of the Litigation would depend on the common answers to common questions, such as: whether Defendant collected, used, stored, obtained, or disseminated biometric information, and whether Defendant maintained or made available to the public a written policy that established a retention schedule and guidelines for destroying biometric information. These common questions predominate over individual issues, because a key element of Plaintiff's claims is whether Defendant's timekeeping system scanned or otherwise used a biometric identifier or biometric information.

14. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

15. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class may be entitled to a small amount of statutory damages (or none at all) under the law and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a cash payment.

16. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 2 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

17. The Court hereby preliminarily appoints Plaintiff as representative of the Settlement Class. The Court hereby preliminarily appoints Daniel Schlade and James Dore of Justicia Laboral, LLC as Class Counsel for the Settlement Class.

18. In any final approval order issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from: (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial or federal agency.

Approval Of The Manner And Form Of Notice

19. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted three proposed forms of Class Notice: an Emailed Notice, a Mailed

Notice, and a Published Notice, each of which is attached to Plaintiff's Memorandum in Support of their Motion as Exhibits B, C, and D. A plan for distributing these notices, attached to Plaintiff's Motion as Exhibit F, has also been submitted to the Court. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to mail the Mailed Notice to all potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid. The Parties also propose to email the Emailed Notice to all potential Settlement Class Members for whom an email address is available. In addition, the Settling Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

20. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties' proposed plan for providing notice to the Settlement Class: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiff's Motion.

21. American Legal Claim Services LLC ("ALCS") has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints ALCS to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered below and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

22. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (1) assign personnel to manage the settlement implementation process, including the Notice Program, (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically, and (4) create a Settlement Website containing information about the Settlement, including the Published Notice and Claim Form, for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class will be paid exclusively from the Settlement Fund.

c. Within 60 Days of the entry of this Order, the Settlement Administrator will mail the Court-approved Mailed Notice (Exhibit C) to potential Settlement Class Members at each Settlement Class Member's last known address by First-Class Mail, postage prepaid.

d. Within 60 Days of the entry of this Order, the Settlement Administrator shall email or cause to be emailed the Emailed Notice to all potential Settlement Class Members for whom an email address is available

e. The Settlement Administrator will perform a national change of address search and forward notices that are returned by the United States Postal Service with a forwarding address. Following receipt of any returned notices that do not include a

forwarding address, the Settlement Administrator shall as soon as practicable (itself or through an appropriate vendor) research such returned mail for more accurate addresses and promptly mail copies of the applicable notice to any more accurate addresses so found.

f. Within 30 Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website located at www.website.com to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Published Notice; Mailed Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact information for questions. The Settlement Website shall be rendered inactive 60 Days after the Effective Date or 60 Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

g. As appropriate, Class Counsel, Defendant and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than 21 Days before the Final Approval Hearing.

h. The Settlement Administrator shall receive, evaluate and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim. The Settlement Administrator shall not review or

pay any claims for monetary compensation submitted by a member of the Settlement Class after the Claim Deadline.

i. Approved claims submitted via valid Claim Forms shall be paid from the Settlement Fund. All costs incurred by the Settlement Administrator to administer the foregoing relief shall be deducted from the Settlement Fund. If the Settlement Fund is oversubscribed (i.e., more claims for compensation are approved than dollars available in the Settlement Fund), then claims will be reduced *pro rata*, meaning that each cash award will be reduced by an equal percentage until the Settlement Fund is no longer oversubscribed. If the Settlement Fund is undersubscribed (i.e., fewer claims for compensation are approved than dollars available in the Settlement Fund), any amounts remaining in the Settlement Fund will revert in full to Defendant.

j. The Settlement Administrator shall forward to Class Counsel and Defense Counsel any objections to the Settlement received from Settlement Class Members.

k. The Settlement Administrator shall provide to Class Counsel and Defense Counsel the Opt-Out List together with copies of each Request for Exclusion not later than 7 business Days after the deadline for submission of Requests for Exclusion. Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

Participation In, Exclusion from, Or Objection To The Settlement

23. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

24. In order to be eligible to receive a cash payment, a member of the Settlement Class must submit or postmark a completed and signed Claim Form by the Claim Deadline.

25. Members of the Settlement Class who wish to exclude themselves from (*i.e.*, opt out of) the Settlement must send a Request for Exclusion that:

a. Has the signature of the member of the Settlement Class, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the member of the Settlement Class is represented by counsel, the Request for Exclusion shall also be signed by that attorney;

b. States the name, address and telephone number of the Person requesting exclusion;

c. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

26. Members of the Settlement Class may opt out on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

27. All Requests for Exclusion must be submitted no later than 45 Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

28. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

29. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than 45 Days after the Notice Date. Such objection must:

a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;

b. State the name, address and telephone number of the Settlement Class Member objecting,

c. State the name, address and telephone number of every attorney representing or assisting the objector;

d. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with

any documents such Settlement Class Member wishes to be considered in support of the objection;

e. A list of all cases in which the Settlement Class Member or Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

f. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

30. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard, including all papers or evidence in support thereof, upon Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice.

31. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

32. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than 14 Days prior to the Final Approval Hearing.

33. Settlement Class Members may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

34. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in Paragraphs 29–31 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

Final Approval Hearing And Related Deadlines

35. This Court will hold a Final Approval Hearing, on **DATE**, 2023 at CDT/CST, in Courtroom **2020** of the Eighteenth Judicial Circuit Court of DuPage County, **421 N. County Farm Road, Wheaton, Illinois 60187** or by remote means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Award application by Plaintiff and dismissing the claims against Defendant with prejudice.

36. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

37. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection, including any request to be heard, no later than 45 Days after the Notice Date in accordance with the requirements outlined in Paragraphs 29–31 above and including a statement that the Settlement Class Member intends to appear at the

Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

38. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

39. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than 45 Days after the Notice Date.

40. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall be filed no later than the Notice Date.

41. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than 60 Days after the Notice Date. If any reply papers are necessary, they shall be filed no later than 7 Days prior to the Final Approval Hearing.

Effects Of This Preliminary Approval Order

42. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

43. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiff, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiff, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement, and all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

44. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from: (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any

jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

45. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

Dated: _____

/s/ _____
Judge [REDACTED]
Illinois Circuit Court Judge

EXHIBIT F

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

MANUEL MARTINEZ,

Plaintiff

v.

C Studio Manufacturing, LLC

Defendant

Case No. 1:2023cv02319

DECLARATION OF BENNY W. DAVIS
JR, REGARDING SERVICES OF
AMERICAN LEGAL CLAIMS
SERVICES, LLC

**DECLARATION OF BENNY W. DAVIS OF AMERICAN LEGAL CLAIMS
RE: PROPOSED NOTICE PROGRAM**

I, Benny W. Davis, declare under penalty of perjury as follows:

INTRODUCTION AND RELEVANT EXPERIENCE

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am the Managing Director at the class action notice and claims administration firm American Legal Claim Services LLC (“ALCS”) with over 20 years of experience in class action administration.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs. I was certified as a professional in digital media plans by the Digital Marketing Association and the American Marketing Association.
4. Prior to joining ALCS, I was employed as a Director of Class Actions Services at Kurtzman Carson Consultants (KCC) and Senior Vice President of Class Action Services for Wachovia Bank.
5. ALCS is a class action administrator whose major focus is consumer class actions and was founded on the concept of providing the best of both worlds: complete access to premium services and resources of a quality firm, the consumer focus and personal touch of a small business. The key executives have a combined 50 years’ experience at four class action

administrators. ALCS has administered over 600 cases in the past 10 years with class sizes ranging into the millions of class members. These cases and ALCS' expertise is spread across all major industries including financial services, automotive, labor & employment, wireless telecommunications, healthcare, auto insurance, electronics, and many others. I personally have administered over 500 class action administrations during the past 20 years and distributed over \$2 billion dollars to over 500 million class members.

6. As a class action administrator, ALCS has regularly been approved by both federal and state courts throughout the United States to provide notice of class actions and claims processing.
7. This declaration will describe the Notice Program that, if approved by the Court, ALCS will implement in this matter and will include why we believe it will provide due process to the Settlement Class.

SUMMARY OF THE NOTICE PROGRAM

8. In my professional opinion, the proposed Notice Program is the best notice that is practicable under the circumstances and fully comports with due process and protects the interest of the class and the parties under 735 ILCS 5/2-803. The Notice program provides for individual direct notice to the Settlement Class Members via mail and email (for those with available emails), combined with the implementation of a dedicated website and toll-free telephone support to further inform Settlement Class Members of their rights and options pursuant to the terms of the Settlement.
9. ALCS has been informed that it will be provided with a list that includes the names of each potential member of the Settlement Class. The defendant will provide information in its possession regarding the e-mail address and U.S. Mail address of each member of the Settlement Class as soon as practicable, but no later than 45 Days after the execution of the Settlement Agreement, to the extent that the Defendant can reasonably identify such information in its possession.

Mailed Notice

10. Within 60 Days of the entry of the Preliminary Approval Order, ALCS will mail by First-Class Mail, postage pre-paid, the Court-approved Mailed Notice, as shown as Exhibit C to the Settlement Agreement, to the Settlement Class Member's last known address.
11. In administering the Notice Program in this action, ALCS will employ the following best practices to increase the deliverability rate of the Mailed Notices. ALCS will cause the mailing address information for members of the Settlement Class to be updated utilizing the National Change of Address ("NCOA") database which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the United States Postal Service ("USPS").

12. Mailed Notices returned to ALCS by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS, and the class member database will be updated accordingly.
13. Mailed Notices returned to ALCS by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources including public records, and electronic directory assistance listings, etc., to locate updated addresses.
14. For any Settlement Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

Emailed Notice

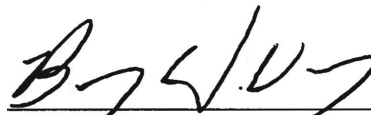
15. Within 60 Days of the entry of the Preliminary Approval Order, ALCS will email the Court-approved Emailed Notice, as shown as Exhibit B to the Settlement Agreement, to all potential Settlement Class Members for whom an email address is available.
16. ALCS also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. ALCS will begin delivery of emails in small batches, looking for delivery and spam issues. As the delivery continues and issues are addressed, ALCS will increase the size of the hourly delivery groups. Also, after the initial noticing campaign is complete, ALCS will allow for a 48-72 hour rest period to allow temporary block at the ISP level to expire. ALCS will then re-email to email addresses identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive server errors and optimizes delivery.
17. Promptly after the Preliminary Approval Date, ALCS will:
 - (1) assign personnel to manage the settlement process, including the Notice Program;
 - (2) establish a toll-free telephone number that members of the Settlement Class may call to obtain information. The toll-free telephone devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free telephone line will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the litigation. The toll-free telephone line will be accessible 24 hours a day, 7 days a week. The toll-free telephone line will allow Settlement Class Members to request that a Published Notice or Claim Form be mailed to them;
 - (3) establish a mailing address to which members of the Settlement Class can send claims as well as a process for submitting claims electronically; and

(4) create a Settlement Website containing information about the Settlement, including the Published Notice, and Claim Form for download or electronic submission. Settlement Class Members will be able to easily view general information about the litigation, review relevant Court documents, and view important dates and deadlines pertinent to the class action. The Settlement Website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the Settlement. The Settlement Website will provide the class member the ability to send an email with any additional questions to a dedicated email address for ALCS to review.

CONCLUSION

18. The Notice Program outlined above includes direct notice to all reasonably identifiable Settlement Class Members via mail and email, combined with the implementation of a dedicated Settlement Website and toll-free telephone line to further inform Settlement Class Members of their rights and options pursuant to the Settlement.
19. In my opinion, I expect the Notice Program outlined, assuming receipt of complete class data from the Defendant, to reach substantially all of the Settlement Class Members thereby providing full and proper notice to Settlement Class Members before any applicable deadlines. Moreover, it is my opinion that the Notice Program meets or exceeds any requirement for notice under due process and protects the interest of the class and the parties under 735 ILCS 5/2-803. After the Notice Program has concluded, ALCS will provide a final report verifying its effective implementation.

Dated: August 25, 2023


Benny W. Davis, Jr.