

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among (1) Plaintiff Timothy Franklin, individually and on behalf of the Settlement Class, (2) Settlement Class Members, and (3) PeopleShare, LLC and PeopleShare Best Practices, LLC (collectively “PeopleShare” or “Intervenors”).

II. DEFINITIONS

2. “**Action**” means the lawsuit styled *Franklin, et al., individually and on behalf of all others similarly situated v. Troy Design Manufacturing Co.*, pending in the Northern District Court of Illinois, Eastern Division, Case No. 23-cv-15610.

3. “**Agreement**” means this Settlement Agreement and Release, inclusive of all exhibits hereto.

4. “**Attorneys’ Fees and Expense Award**” means the attorneys’ fees and litigation expenses awarded to Class Counsel by the Court, which shall be paid by Intervenors in addition to the Settlement Fund, and which shall not exceed Two-Hundred Thousand and No/100 Dollars (\$200,000.00).

5. “**CAFA Notice**” means the notice requirements imposed by 28 U.S.C. § 1715(b).

6. “**Claimant**” means any Settlement Class Member who does not timely and validly opt out of the Settlement.

7. “**Class Counsel**” means Keith J. Keogh and Michael S. Hilicki of Keogh Law, Ltd.

8. “**Class Period**” means the period from November 29, 2022 through April 5, 2023.

9. “**Court**” means the United States District Court for the Northern District of Illinois, Eastern Division, and Judge Georgia N. Alexakis or any other judge sitting in her stead.

10. “**Defendant**” means Troy Design & Manufacturing Co. (“TDM”).

11. “**Intervenors**” means PeopleShare, LLC and PeopleShare Best Practices, LLC.

12. “**Intervenors’ Counsel**” means Mary A. Smigielski and Cameron Liljestrang of Lewis, Brisbois, Bisgaard & Smith, LLP.

13. “**Execution**” means the signing of this Agreement by all signatories hereto.

14. “**Final Approval Hearing**” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order and to determine the amount of Attorneys’ Fees and Litigation Expenses awarded to Class Counsel and the amount of any Settlement Class Representative Service Payment.

15. “**Final Approval Order**” means the final judgment and order of dismissal: (a) approving the Settlement and dismissing the Action with prejudice and without costs, except as explicitly provided for in this Agreement, (b) finally certifying the Settlement Class for purposes of effectuating the terms of this Agreement only, (c) finding that the Agreement is fair, reasonable, and adequate, and (d) entering final judgment with respect to the foregoing. The parties agree to propose the Final Approval Order in substantially the same form attached hereto as Exhibit 4. “Final Approval” occurs on the date that the Court enters the Final Approval Order.

16. “**iT100 Device**” means any iT100 timekeeping device used by Plaintiff and Settlement Class Members at TDM’s Chicago Modification Center in Chicago, Illinois.

17. “**Notice**” means the direct notice and website notice of proposed class action settlement that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the forms attached hereto as Exhibit 1 and Exhibit 2.

18. “**Notice and Administration Costs**” means any and all costs associated with claims administration and administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Fund, all costs of providing notice to the Settlement Class, costs for creating and mailing the Notice, Website Notice, and any different or additional notice that might be ordered by the Court, and any other costs associated with administering the Settlement. The Notice and Administration Costs shall be paid from the Settlement Fund.

19. “**Notice Deadline**” means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties anticipate proposing that the Notice Deadline will be 21 days following Intervenors’ provision of the Class List to the Settlement Administrator.

20. “**Opt-Out/Objection Deadline**” means the date by which a written objection to this Settlement Agreement or Opt-Out Request submitted by a Settlement Class Member must be postmarked and/or filed with the Court, which shall be designated as forty-five (45) days after the Notice is mailed to the Settlement Class, or such other date as the Court determines. The Opt-Out/Objection Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice.

21. “**Opt-Out Request**” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

22. “**Opt-Out/Objection Period**” means the period that ends forty-five (45) days after mailing of the Notices to Settlement Class Members, or such other date as the Court determines. The deadline for the Opt-Out Period and Objection Period will be specified in the Notice.

23. “**Parties**” means Timothy Franklin and Intervenors.

24. “**Plaintiff**” means Timothy Franklin.

25. “**Preliminary Approval Order**” means the order in the form the Parties agree to propose that is attached as Exhibit 3, certifying the Settlement Class for settlement purposes only, preliminarily approving the Settlement, and directing the Notice to the Settlement Class. “Preliminary Approval” occurs on the date the Court enters the Preliminary Approval Order.

26. “**Release**” means the release contained in this Agreement.

27. “**Released Claims**” means all claims to be released as set forth in the Release contained in Section XII. The released claims do not include any claims against PeopleShare, LLC, PeopleShare Best Practices, LLC, or any of their past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and affiliates, or respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns, and this Settlement shall not affect claims asserted in the lawsuit styled *Gunn, et al. v. PeopleShare Best Practices, LLC* or the lawsuit styled *Reyes v. PeopleShare, LLC*, 2023 LA 69 (Kendall Cnty.). Any claims against the foregoing persons and entities that Plaintiff or the Settlement Class Members may have are preserved, and neither this Settlement nor the resolution of this Action shall give rise to any defense as to any such claims.

28. “**Released Parties**” shall refer, jointly and severally, and individually and collectively to, TDM and all of its past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and affiliates, and each of their respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns. The released parties do not include PeopleShare, LLC, PeopleShare Best Practices, LLC, or any of their past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and affiliates, or respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns, and this Settlement shall not affect the defendants named in the lawsuit styled *Gunn, et al. v. PeopleShare Best Practices, LLC*, 2023 CH 8596 (Cir. Ct. Cook Cnty.) or the lawsuit styled *Reyes v. PeopleShare, LLC*, 2023 LA 69 (Kendall Cnty.). Any change in the composition of the parties in *Gunn* or *Reyes* will not act to limit the scope of this release.

29. “**Releasing Settlement Class Members**” means Plaintiff and all other Claimants, and each of their respective executors, representatives, heirs, spouses, partners, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, agents, attorneys, and all those who claim through them or on their behalf.

30. “**Settlement**” means the compromise and settlement of the Action and the Released Claims as contemplated by this Agreement.

31. “**Settlement Administrator**” means American Legal Claim Services, LLC, subject to approval by the Court. The Settlement Administrator shall be responsible for the establishment of an escrow account for the Settlement Fund and Attorneys’ Fees and Expense Award, providing notice to the Settlement Class Members, verifying addresses, skip tracing as necessary, communicating with Settlement Class Members, disbursing Settlement Award payments, and tax reporting and other administrative activities contemplated in connection with the Settlement. The Settlement Administrator’s costs shall be paid from the Settlement Fund. The Parties agree to

cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

32. “**Settlement Award**” means a payment that shall be sent to each Claimant as provided herein.

33. “**Settlement Class**” means the individuals defined and identified as follows:

All persons who used an iT100 Device while assigned to or working at TDM’s Chicago Modification Center in Chicago, Illinois at any time from November 29, 2022 through April 5, 2023.

The Parties agree the Settlement Class contains no more than 331 people.

34. “**Settlement Class Member(s)**” means the Settlement Class Representative and all other members of the Settlement Class.

35. “**Settlement Class Representative**” means Timothy Franklin, who is a named Plaintiff in the Action, the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

36. “**Settlement Class Representative Service Payment**” means the additional amount Plaintiff may request the Court he be paid as Class Representative under Paragraph 55 of this Agreement.

37. “**Settlement Effective Date**” means the business day after the last of the following occurrences:

A. Expiration of the date to appeal entry of the Final Approval Order with no appeal or other judicial review having been taken or sought; or

B. If an appeal or other judicial review has been taken or sought on this Action, the latest of: (i) the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or (iii) if remanded to the District Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order is entered by the District Court after remand and the time to appeal or seek other judicial review of the entry of that Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

38. “**Settlement Fund**” means the Two-Hundred-Twelve Thousand, Five Hundred, and No/100 Dollars (\$212,500.00) to be paid by Intervenors to resolve the Settlement Class Members’ alleged claims pursuant to this Agreement. In no event shall Intervenors be responsible to pay in excess of Two-Hundred-Twelve Thousand, Five Hundred, and No/100 Dollars (\$212,500.00) to fund the Settlement Fund.

39. “**Settlement Website**” means the website created and managed by the Settlement Administrator which will provide Settlement Class Members with access to the Notice and other information regarding the Settlement. The Parties agree that the following URL will be used if available: Franklin-BIPAsettlement.com.

40. “**Website Notice**” means the long form notice provided pursuant to this Agreement, substantially in the form attached hereto as Exhibit 2. The Website Notice will be posted on the “Settlement Website.”

41. Capitalized terms used in this Agreement but not defined above shall have the meaning ascribed to them in this Agreement, including the attached exhibits.

III. RECITALS

42. On September 12, 2023, Plaintiff filed the Action in the Circuit Court of Cook County, Illinois, on behalf of himself and on behalf of the putative class alleging that TDM violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* TDM removed the action to the United States District Court for the Northern District of Illinois. TDM denies these allegations and denies any wrongdoing or violation of the law, including that it ever used, owned, or operated a biometric device at its Chicago facility or obtained any data from such a device. TDM further alleges that the iT100 timekeeping device on its premises was owned, operated and/or used exclusively by its staffing vendor PeopleShare. On March 18, 2025, the Court granted PeopleShare’s amended motion to intervene in this action. The Court has not ruled on the merits of Plaintiff’s claims or TDM’s defenses.

43. After several years of complex litigation, including, but not limited to: (i) motion practice regarding TDM’s removal, (ii) briefing the sufficiency of Plaintiff’s theories of liability against TDM, (iii) briefing PeopleShare’s opposition to Plaintiff’s subpoenas multiple times, (iv) preparing multiple status reports to the Court, (v) preparing for and presenting argument at multiple status hearings, (vi) briefing Plaintiff’s motion to intervene in *Reyes v. PeopleShare, LLC*, (vii) briefing Plaintiff’s objection to the proposed settlement in *Reyes* to prevent it from extinguishing Plaintiff’s and the proposed class members’ claims in this case, (viii) briefing TDM’s request for a court order directing Plaintiff to replead his complaint, (ix) preparing Rule 26(a)(1) disclosures, (x) Plaintiff and TDM propounding and responding to one another’s full written discovery (xi), extensive Rule 37.2 correspondence and conferences between Plaintiff and TDM (xii), Plaintiff and TDM supplementing their discovery responses, (xiii) conducting third party document and deposition discovery of the device maker Iris ID Systems, Inc., (xiv) briefing TDM’s motion for a protective order against the deposition of Iris ID Systems, Inc., (xv) conducting third party discovery of Intervenor’s timekeeping vendor, Midwest Time Recording, (xvi) Plaintiff moving for class certification, (xvii) briefing PeopleShare’s motion and amended motion to intervene, (xviii) Plaintiff and PeopleShare propounding and responding to full written discovery between one another, (xix) written and oral Rule 37.2 communications between Plaintiff and PeopleShare, (xx) Plaintiff and PeopleShare supplementing their discovery responses, and (xxi) conducting party depositions, the Parties negotiated and reached this Agreement.

44. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation in the Action. There has been no determination as to the merits

of the claims or defenses asserted by Plaintiff, TDM, or Intervenors, or with respect to class certification.

45. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff's and the Settlement Class Members' claims, including, but not limited to (i) conducting written discovery with TDM, (ii) conducting third-party discovery of the device maker Iris ID, (iii) conducting third-party discovery, and later written discovery, of Intervenors, (iv) conducting third party discovery of Intervenors' timekeeping vendor Midwest Time Recording, (v) taking several depositions; (vi) briefing the viability of Plaintiff's and the Settlement Class Members' claims, and (vii) researching and evaluating the facts and applicable law. Based on their full, independent investigation and analysis, Class Counsel are of the opinion that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by TDM, class certification risk, summary judgment risk, the risk associated with potential changes in the applicable law, trial risk, and appellate risk.

46. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.

47. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice the Action and Plaintiff's and the Settlement Class Members' claims against TDM, with the sole exception of claims of Settlement Class Members who timely and properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in Section VIII of this Agreement. TDM shall retain any and all defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

48. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasing Settlement Class Members (defined above) release TDM and the other Released Parties of the Released Claims (defined above), except as otherwise provided in this Agreement, subject to the approval of the Court, on the terms and conditions set forth herein.

49. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

50. The Settlement contemplates Plaintiff will move for an order granting certification of the Settlement Class. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only.

51. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class shall be deemed null and void, and Plaintiff, Defendant, and Intervenor shall retain all of their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any Party. Certification of the Settlement Class for settlement purposes is not an admission by Intervenor that class certification is proper or that Plaintiff's claims in the Action have any merit, or that there is any basis for claims against the Intervenor. Neither the fact of Settlement, nor the Settlement Agreement, nor any other Settlement documents shall be used or construed as to the validity of any claim or defense asserted in the Action, the appropriateness of class certification or appointment of Class Counsel, or of Plaintiff as a representative of any class, and/or as evidence of any admission by Plaintiff, Defendant, or Intervenor with respect to any claim for damages or other relief. Further, neither this Settlement Agreement nor any settlement negotiation or discussion thereof is or may be deemed as an admission of or evidence that Defendant, the Intervenor, or any Released Party collected, captured, received, possessed, or otherwise obtained or disclosed biometric identifiers or biometric information under the BIPA or any similar federal, state, or local law.

V. TERMS OF SETTLEMENT

52. *Intervenor's Payment of the Settlement Fund and Other Amounts.*

- a. If the Court grants Final Approval of the Settlement and there is no appeal, or if there is an appeal and Paragraph 52.b below is inapplicable, then within fourteen (14) days after the Settlement Effective Date, Intervenor shall pay the Settlement Fund and Attorneys' Fee and Expense Award to the Settlement Administrator. The Parties acknowledge and agree that all tax forms will be handled by the Settlement Administrator.
- b. If the Court grants Final Approval of the Settlement and there is an appeal relating only to the Attorneys' Fee and Expense Award, then within forty-five (45) days of entry of the Court's Final Approval Order, Intervenor shall pay the Settlement Fund amount of \$212,500.00 to the Settlement Administrator for disbursement as provided in Paragraphs 70 and 71 below. Further, within twenty-one (21) days after the Settlement Effective Date, Intervenor agree to pay the final Attorneys' Fee and Expense Award granted by the Court, to enable the Settlement Administrator to pay the Attorneys' Fee and Expense Award to Class Counsel.
- c. The Settlement Fund will be used to pay Settlement Awards to Claimants, the Notice and Administration Costs approved by the Court, and the Class Representative Service Payment approved by the Court, as described in this Agreement. Claimants will each be eligible for a cash payment of their *pro rata* share of the net Settlement Fund after deducting the Notice and Administration Costs approved by the Court and Class Representative Service Payment approved by the Court. In no event will Intervenor's

payment obligations exceed the combined total amount of the Settlement Fund (\$212,500.00) plus the proposed Attorneys' Fee and Expense Award (\$200,000.00). Payment of the Settlement Fund and Attorneys' Fee and Expense Award will satisfy all claims of Plaintiff and the Settlement Class Members in exchange for the release and the covenants set forth in this Agreement, including, without limitation, dismissal of the Action with prejudice.

53. **Notice and Administration Costs.** Notice and Administration Costs shall be paid from the Settlement Fund and from no other source. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

54. **Attorneys' Fees and Expenses.** The Attorneys' Fees and Expense Award approved by the Court shall be paid by Intervenor to the Settlement Administrator as provided above. Class Counsel shall apply to the Court for an award of reasonable Attorneys' Fees and Expenses in an amount of Two-Hundred Thousand and No/100 Dollars (\$200,000.00). To the extent the Court awards less in fees and costs, the balance not awarded from the \$200,000.00 shall be added to the Settlement Fund. Intervenor shall pay to the Settlement Administrator the amount of the Attorneys' Fees and Expenses awarded by the Court, and the Settlement Administrator shall disburse those funds as directed by Class Counsel. Prior to the payment of approved Attorneys' Fees and Expenses, Class Counsel shall provide the Settlement Administrator with a duly completed Form W-9. The award of attorney fees and expenses shall be reported by the Settlement Administrator on the applicable IRS Form 1099 as required by the Internal Revenue Code and shall be made without withholding. The denial by the Court of the full award requested by Class Counsel shall not affect the validity and enforceability of the Settlement, but Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of attorneys' fees and expenses. As set forth in Paragraph 52.b., if Plaintiff or Class Counsel appeal the Attorneys Fee and Expense Award, Intervenor shall not be obligated to fund the Attorneys' Fees and Expense Award until the appeal is resolved. The payment to Class Counsel of the Attorneys' Fees and Expense Award ultimately awarded by the Court shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees or litigation expenses in the Action incurred by any attorney on behalf of the Plaintiff and the Settlement Class Members. In no event shall Intervenor's responsibility for the Attorneys' Fees and Expense Award exceed Two-Hundred Thousand and No/100 Dollars (\$200,000.00).

55. **Settlement Class Representative Service Payment.** Plaintiff may apply to the Court for a Settlement Class Representative Service Payment (in addition to any Settlement Award payment he receives under this Agreement). Any Settlement Class Representative Service Payment approved by the Court shall be paid from the Settlement Fund as provided above. The Settlement Administrator shall pay Plaintiff, c/o Class Counsel, the Class Representative Service Payment ultimately awarded by the Court. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement, but Plaintiff retains his right to appeal the Court's decision regarding the application.

56. **Settlement Awards to Settlement Class Members.** The Settlement Administrator will manage the notice process in cooperation with Class Counsel, and in accordance with the

Court's orders and this Agreement. Each Claimant shall be paid their *pro rata* share of the net Settlement Fund by check.

VI. NOTICE TO THE CLASS

57. Within fourteen (14) days of the Court's entry of the Preliminary Approval Order, Intervenor shall produce the names and last known regular mail and email addresses of the Settlement Class Members in their possession, control, or reasonably available to them based on the business records of Intervenor or their affiliated or related entities, to the Settlement Administrator (the "Class List"). The Class List is being provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator. However, information in the Class List may be shared with Class Counsel, Intervenor's Counsel, and the Court as reasonably needed. Any information filed with the Court shall be sought to be filed under seal in accordance with the standing protective order in the Action.

58. The Settlement Administrator shall implement the notice program, as set forth in this Section and directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. **Notice.** The Class Administrator shall provide direct Notice via U.S. First Class Mail to each Settlement Class Member by the date set by the Court. Notice shall be by way of a postcard and shall contain a class member ID and shall direct recipients to the Settlement Website, and shall be substantially in the form attached hereto as Exhibit 1 or as otherwise approved by the Court. Prior to mailing the Notice, the Settlement Administrator shall search for updated addresses via the USPS national change of address database. The Settlement Administrator shall re-mail once any Notice returned as undeliverable and for which an alternative address can be located, and undertake reasonable means to locate alternative addresses for returned notices.

B. **Website Notice.** The Settlement Administrator will establish and maintain a Settlement Website dedicated to the Settlement, on which will be posted the Website Notice. This document shall be available on the Settlement Website as soon as reasonably possible following entry of the Preliminary Approval Order and remain until after the stale date of the Settlement Awards to Settlement Class Members (180 days after issuance of the Settlement Award payment). Immediately after the execution of this Agreement, the Settlement Administrator shall secure the URL Franklin-BIPAsettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

VII. CAFA NOTICE

59. Pursuant to 28 U.S.C. § 1715(b), Intervenor shall provide CAFA Notice to the appropriate governmental authorities no later than the end of the ten (10) day period provided under CAFA. Unless otherwise ordered, this Settlement shall be deemed "filed" pursuant to 28 U.S.C. § 1715(b) upon entry of the Preliminary Approval Order.

VIII. OPT-OUT PROCESS

60. A Settlement Class Member who wishes to exclude himself or herself from this Settlement shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice. To be valid, the Opt-Out Request must be postmarked no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: “I request to be excluded from the settlement in the Franklin BIPA action, and understand that by doing so I will not be entitled to receive any of the benefits from the settlement.” No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

61. An Opt-Out Request sent to an address other than that designated in the Notice or that is not postmarked within the time specified shall be invalid and the person serving such a request shall be considered a Claimant and shall be bound by the Agreement, if approved.

62. If the Settlement Agreement is finally approved by the Court, all Claimants will be bound by the Settlement Agreement and the relief provided by the Settlement Agreement will be their sole and exclusive remedy for the Released Claims.

63. Any Settlement Class Member who timely and otherwise validly elects to be excluded from the settlement shall not: (i) be bound by the Settlement, (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Settlement Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement cannot also object to the Settlement Agreement. Class Counsel agrees not to solicit any individuals opting to be excluded from the Settlement. The Opt-Out Request must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.

64. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

IX. OBJECTION PROCESS

65. A Settlement Class Member who wishes to object to any matter concerning the Settlement must notify the Court and the Parties’ counsel of his or her objection, in writing, on or before the Opt-Out/Objection Deadline, or other deadline set by the Court. All objections must be postmarked or otherwise received by the Opt-Out/Objection Deadline.

66. To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information with it: (i) full name,

current address, email address, and current telephone number; (ii) the case name and number of this Action, (iii) documentation sufficient to establish membership in the Settlement Class; (iv) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; (v) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her position; and (vi) the identification of any other objections s/he has filed, or has had filed on his/her behalf, in any other class action cases in the last five years. If represented by counsel, the objecting Settlement Class Member must also provide the name, email address, and telephone number of his/her counsel.

67. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline, or other deadline set by the Court. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice and Website Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice and Website Notice, will be deemed to have waived any objection to the Settlement and may be barred from presenting any views at the Final Approval Hearing.

68. Settlement Class Members cannot both object to and opt-out of this Settlement Agreement. The Settlement Administrator shall attempt to contact any Settlement Class Member who submits both an objection and an opt-out request at least once by telephone or U.S. Mail to give the Settlement Class Member an opportunity to clarify whether they choose to opt-out or proceed with their objection. The Settlement Class Member shall have until seven (7) days after the Opt-Out/Objection Deadline to inform the Settlement Administrator regarding their final choice. Any Settlement Class Member who attempts to both object to and opt-out of the Settlement Agreement and fails to clarify their final choice, or if the Settlement Administrator is unable to contact such Settlement Class Member after reasonable effort as set forth in this paragraph, will be deemed to have opted out and will forfeit the right to object to this Settlement Agreement or any of its terms.

X. NO SOLICITATION OF SETTLEMENT OBJECTIONS OR EXCLUSIONS

69. At no time shall either Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class, or appeal from the Court's Final Approval Order (if applicable) or entry of a final judgment.

XI. DISTRIBUTION PROCESS

70. The timing of Intervenors' payment of the Settlement Fund and the Attorneys' Fee

and Expense Award is as follows:

A. Except as provided in Paragraph 52.b., within fourteen (14) days after the Settlement Effective Date, Intervenor shall send to the Settlement Administrator the Settlement Fund and the Attorneys' Fee and Expense Award, and the Settlement Administrator shall deposit such amounts into a qualified settlement account established by the Settlement Administrator. The account shall be maintained by the Settlement Administrator as a Qualified Settlement Fund pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured account created and controlled by the Settlement Administrator. The Settlement Administrator shall pay the Notice and Administration Costs approved by the Court from the account, pay the Class Representative Service Payment approved by the Court from the account as directed by Class Counsel, and distribute the remainder of the account (consisting of the balance of the Settlement Fund) to the Settlement Class as provided below. The Settlement Administrator shall pay the Attorneys' Fees and Expense Award approved by the Court as directed by Class Counsel.

71. **Settlement Award Payments.** Settlement Awards shall be paid by check. Within fourteen (14) days after the Settlement Administrator receives the Settlement Fund, as described above, the Settlement Administrator shall send the Settlement Award Payments to each Claimant. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for one hundred and twenty (120) days from the date on the check. If there are insufficient funds for a subsequent distribution as provided in Paragraph 72 below, then any checks disbursed to Claimants from the Settlement Fund that are uncashed for any reason within one hundred and twenty (120) days after their date of issuance and any accrued interest will be paid to a mutually agreeable *cy pres* recipient determined by Plaintiff and Intervenor, subject to Court approval.

72. **Subsequent Distribution.** If, after the expiration date of the checks distributed set forth herein, there remains money in the Settlement Fund sufficient to pay at least \$10.00 to each Claimant who cashed their initial Settlement Award check after the actual costs of a second distribution based on an estimate to be provided in advance by the Settlement Administrator are factored in, that remaining money will be distributed on a *pro rata* basis to those Claimants who cashed their initial Settlement Award checks (the "Subsequent Distribution"). The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the checks distributed, and shall be paid by check. Checks issued pursuant to the Subsequent Distribution will be valid for sixty (60) days from the date on the check. If there is not enough money to pay at least \$10.00 to each Claimant who cashed their initial Settlement Award check after the costs of a second distribution are factored in, or if any checks or deposits from the subsequent distribution remain uncashed after the stale date, those funds and any accrued interest shall be distributed to a mutually agreeable *cy pres* recipient determined by Plaintiff and Intervenor, subject to court approval. If Plaintiff and Intervenor cannot agree on the recipient, they will inform the court at preliminary

approval of their choices and if the *cy pres* recipient is not resolved at preliminary approval, the notices shall be modified to set out both Parties' preference. The actual costs of any Subsequent Distribution will be paid from the amounts to be paid to the Claimants who cashed their initial Settlement Award checks.

73. ***Tax Treatment of Settlement Awards.*** Settlement Award Payments, Subsequent Distributions, and Settlement Class Representative Service Payment shall be classified as non-wage income, and the Settlement Administrator will report the payments on a 1099 form to the extent required by law. If required by IRS regulations, the Settlement Administrator shall issue to each Claimant who cashes a check an IRS Form 1099. Other than the reporting requirements herein, Settlement Class Members and the Settlement Class Representative shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement. TDM and Intervenors shall have no responsibility as to taxes, interest, penalties or other amounts due with respect to any payments or awards made by the Settlement Administrator from the Settlement Fund or received by Settlement Class Members, Settlement Class Representative and/or Class Counsel. It is understood and agreed that the Parties take no position and offer no advice regarding how any Settlement Class Member, the Settlement Class Representative, or Class Counsel choose to treat any payment made pursuant to this Agreement for tax or any other purpose.

XII. RELEASE

74. Subject to the Court's final approval of the Settlement, and to payment of the Settlement Fund and Attorney Fees and Expenses set forth herein, all Claimants, and all their respective heirs, assigns, executors, administrators, and agents, past or present, fully and without limitation release and discharge each and every Released Party from any and all claims, liabilities, demands, lawsuits and/or causes of action of every nature and description, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the Action or any other actions filed (or to be filed) by Plaintiff and/or any Settlement Class Members against any of the Released Parties (defined above) relating in any way to or connected with any alleged capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, conversion and/or other use of alleged biometric identifiers and/or biometric information during the relevant timeframe, to the date of preliminary approval of Settlement in the Lawsuit, including, but not limited to claims under the BIPA from the beginning of time to the date of preliminary approval of Settlement in the Action ("Released Claims"). This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, statutory damages, punitive or exemplary damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law which may arise from the Released Claims. However, this release does not include any claims

against PeopleShare, LLC, PeopleShare Best Practices, LLC, or any of their past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and affiliates, or respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns. Likewise, this release shall not affect any claims asserted in the lawsuit styled *Gunn, et al. v. PeopleShare Best Practices, LLC* or the lawsuit styled *Reyes v. PeopleShare, LLC*, 2023 LA 69 (Kendall Cnty.).

75. All Releasing Settlement Class Members are bound by the foregoing release regardless of Notice being successful and whether or not Settlement Award Payments are timely cashed. Settlement Class Members who timely and validly exclude themselves from the Settlement pursuant to the process described in this Settlement Agreement not subject to the foregoing release.

76. Each Releasing Settlement Class Member waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

77. Notwithstanding any other provision of this Settlement Agreement, this release does not waive or release any claim by either Party for breach or enforcement of this Settlement Agreement. It also does not waive or release any claim by either Party against any other entity allegedly involved in the provision or operation of alleged biometric device at issue in the Action, including but not limited to Iris ID Systems, Inc., or any entity allegedly hosting any alleged biometric identifiers or biometric information, other than the Released Parties. It further does not waive or release any right or claim that may not be waived or released by applicable law.

78. Releasing Settlement Class Members acknowledge the facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all Released Claims.

79. The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

80. The Final Approval Order shall dismiss the Action with prejudice and without costs, except as explicitly provided for in this Settlement Agreement, and shall incorporate the terms of this release.

81. Plaintiff, individually, and Intervenors waive their right to appeal entry of the Final Approval Order, except that Plaintiff and Class Counsel retain the right to appeal the award of the Settlement Class Representative's Service Payment and/or the Attorneys' Fees and Expense Award.

XIII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

82. As soon as is reasonably practicable, Class Counsel shall file a motion for preliminary approval of the Settlement. The preliminary approval motion shall request the

following relief:

- A. Preliminarily approving the Settlement;
- B. Conditionally certifying the Settlement Class for settlement purposes only in accordance with applicable legal standards and this Agreement;
- C. Approving the form and content the proposed Notice, and plan for its distribution;
- D. Scheduling a hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;
- E. Conditionally appointing Class Counsel as class counsel;
- F. Conditionally approving Plaintiff as Class Representative;
- G. Approving the Settlement Administrator; and
- H. Setting the Notice Deadline and Objection/Opt-Out Deadline.

83. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition and on the terms contained herein, that Plaintiff shall be conditionally appointed as Class Representative, and that Plaintiff's Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily or finally approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible, and will then submit any renegotiated settlement agreement to the Court for preliminary approval. If and only if the Parties are unable to obtain preliminary or final approval of a settlement agreement after this process, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and Plaintiff, Defendant and Interveners will revert to their prior positions in the Action as if the Settlement had not occurred.

XIV. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

84. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as Exhibit 4, except as otherwise required by the Court. Class Counsel will file a petition for the Class Representative Service Award and Attorneys' Fee and Expense Award by the Notice Date, or such other date set by the Court.

85. Final approval of the Settlement will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class Members, the Action, and the Released Claims against the Released Parties. The Settlement Agreement and release of Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Claimants, as provided above.

XV. MUTUAL FULL COOPERATION

86. The Parties agree to cooperate fully with each other to promptly accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to promptly effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Intervenors and their counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

XVI. CONDITIONS FOR TERMINATING THE AGREEMENT

87. The Settlement is conditioned upon preliminary and final approval of this Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties), except as set forth in Paragraph 88.

88. In the event that: (a) this Settlement is not preliminarily or finally approved even after the renegotiation process described in Paragraph 83 above; (b) the Court materially alters any of the terms of this Settlement Agreement to which the Parties have not agreed in writing; (c) the Court refuses to grant preliminary or final approval of this Agreement in any material respect (d) the Court's order granting preliminary or final approval of the Settlement is reversed or materially modified in a manner in which the parties do not agree; (e) the Court refuses to enter a final judgment in the Action in any material respect; or (f) if for any reason the Settlement Effective Date does not occur, any Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of the occurrence of any of the foregoing events (or another date agreed to by the Parties in writing). In the event any Party terminates and cancels the Agreement for one of the reasons listed in this paragraph, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

89. In the event that more than 5% of the persons in the Settlement Class validly and timely submit Opt-Out Requests (thirty-three people), Intervenors may terminate this Agreement within (10) days after the last opt-out request is communicated to counsel for the Parties by the Settlement Administrator.

90. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Plaintiff, Defendant and Intervenors,

pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and they will negotiate in good faith to establish a new schedule for the Action.

XVII. SIGNATORIES' AUTHORITY

91. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVIII. NO PRIOR ASSIGNMENTS

92. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

XIX. NOTICES

93. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Keith J. Keogh
Michael S. Hilicki
Keogh Law, LTD.
55 W. Monroe St., Ste. 3390
Chicago, IL 60603
keith@keoghlaw.com
mhilicki@keoghlaw.com

B. To Intervenors

Mary A. Smigielski
Cameron Liljestrand
Lewis, Brisbois, Bisgaard & Smith, LLP
550 West Adams Street, Ste. 300
Chicago, Illinois 60661
Mary.Smigielski@lewisbrisbois.com
Cameron.Liljestrand@lewisbrisbois.com

XX. MISCELLANEOUS PROVISIONS

94. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting it.

95. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

96. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any material modification is subject to Court approval.

97. This Agreement, the exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

98. This Settlement shall be binding upon, and inure to the benefit of, the heirs, trustees, executors, administrators, successors, and assigns of the Parties, as previously defined. The Parties agree and acknowledge that TDM is an intended third party beneficiary of the release in this Agreement.

99. This Agreement may be executed by facsimile or electronic signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures compliant with the E-SIGN Act and signatures transmitted by fax or .pdf, shall have the same effect as an original ink signature.

100. The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

101. This Agreement shall be governed by Illinois law without regard to its choice of

law or conflicts of law principles or provisions. An intervening change in law or court decision shall not invalidate this Settlement Agreement.

102. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if, and only if, the Parties and their Counsel mutually elect by written stipulation to be filed with the Court within twenty-one (21) days to modify the Settlement Agreement and proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Settlement Agreement.

103. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement.

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

105. The Parties have relied upon the advice and representation of counsel concerning the Action and this Settlement. The Parties have read and understand fully this Settlement Agreement, including its Attachments, and have been fully advise as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

106. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

107. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not constitute, be construed, offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or be used to establish a waiver of any defense of right, or to establish or contest jurisdiction or venue.

108. The Parties and their counsel agree that they will not issue any press releases, or initiate any contact with the media or any verdict/settlement publicist or database about this case and/or the facts, amount, or terms of the Settlement. The foregoing shall not restrict Plaintiff and Class Counsel from explaining the terms of the Settlement to Settlement Class Members and answering their questions about the Settlement when contacted by Settlement Class Members

regarding the Settlement. Nor shall the foregoing restrict Class Counsel from including this Settlement in any court filings in the future or on its website listing past settlements.

109. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Lawsuit was brought by Plaintiff or defended by TDM or Intervenors, or each or any of them, in bad faith or without a reasonable basis.

110. The Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

111. The Parties may agree, subject to the approval of the Court, where required, to reasonable extensions of time to carry out the provisions of this Agreement.

112. Except as otherwise provided herein, each Party shall bear its own costs, attorneys' fees and any other litigation expenses.


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

XXI. CIRCULAR 230 DISCLAIMER

115. Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ACCEPTED AND AGREED:




Timothy Franklin (Aug 6, 2025 14:43:39 CDT)
Timothy Franklin

08/06/2025

Date

APPROVED AS TO FORM:

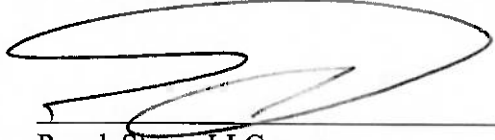


Counsel for Plaintiff and the Class
Keith J. Keogh
KEOGH LAW, LTD.

08/06/2025

Date

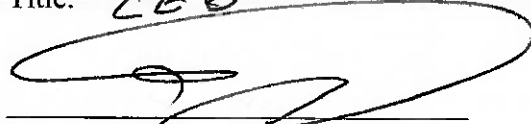
ACCEPTED AND AGREED:



PeopleShare, LLC
By: *Gds Tannum*
Title: *CEO*

August 6, 2025

Date



PeopleShare Best Practices, LLC
By: *Gds Tannum*
Title: *CEO*

August 6, 2025

Date

APPROVED AS TO FORM:



Counsel for Intervenors
Mary A. Smigielski
LEWIS BRISBOIS BISGAARD & SMITH, LLP
4930-5744-9556, v. 1

August 7, 2025

Date