

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement,” “Settlement” or “Settlement Agreement”) is entered into by and between Mid-America Taping and Reeling, Inc. (“Defendant”) and Javier Vega (“Plaintiff”) both individually and on behalf of the Settlement Class, in the case of *Vega v. Mid-America Taping & Reeling, Inc.*, Case No. 2019-CH-1136, currently pending in the Circuit Court of DuPage County, Illinois (the “Litigation”). Defendant and Plaintiff are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On October 23, 2018, Plaintiff filed a class action lawsuit in the Circuit Court of Cook County, Illinois, Chancery Division against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”). The case was assigned to the Honorable Diane Larsen, Case No. 2018-CH-13186.
2. On June 24, 2019, the case was transferred to the Circuit Court of DuPage County, Illinois, where it was assigned to the Honorable Paul Fullerton.
3. On February 7, 2020, Defendant moved to dismiss Plaintiff’s claims, arguing: (1) that Plaintiff’s claims and class allegations were inadequately plead; (2) that Plaintiff’s claims were time-barred; and (3) that Plaintiff’s claims were preempted by the Illinois Workers’ Compensation Act. Defendant also moved to stay the case pending the Illinois First District Appellate Court’s resolution of *McDonald v. Symphony Bronzeville Park, LLC*.
4. On May 11, 2020, Judge Fullerton granted Defendant’s Motion to Stay and entered and continued Defendant’s Motion to Dismiss. On November 10, 2020, following the Illinois First District Appellate Court’s decision in *McDonald*, the stay was lifted.
5. Thereafter, the case was reassigned to the Honorable Angelo J. Kappas. On February 9, 2021, Judge Kappas granted Defendant’s Motion to Dismiss and dismissed Plaintiff’s Complaint without prejudice. On March 2, 2021, Plaintiff filed his First Amended Class Action Complaint as ordered.
6. On April 13, 2021, Defendant moved to dismiss Plaintiff’s First Amended Class Action Complaint. On December 8, 2021, Judge Kappas granted Defendant’s Motion in part, finding that Plaintiff’s class definition was pleaded with insufficient particularity. Plaintiff filed his Second Amended Class Action Complaint on February 10, 2022.
7. The Parties subsequently agreed to attempt to resolve the Litigation. Over a period of months, the Parties negotiated a settlement by which the Parties

agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Settlement Class Members have or may have had against Defendant, its parents and subsidiaries, predecessors, successors, affiliates, directors, partners, officers, shareholders, investors, agents, insurers and attorneys.

8. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time and expense.
9. Defendant denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Litigation or may in the future assert. Despite Defendant's belief that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.
10. Following arm's-length negotiations, the Parties now seek to enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
11. 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 respective best interests.

12. 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 Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, without costs as to the Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

13. “Administrative Expenses” shall mean expenses associated with the Settlement Administrator (as defined below), including but not limited to costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.
14. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the settlement class, as defined in Section III, Paragraph 46 of this Agreement, who does not timely elect to be excluded from the Settlement Class, and includes, but is not limited to, Plaintiff.
15. “Class Counsel” shall mean mean McGuire Law, P.C; Law Office of James X. Bormes, P.C.; and The Khowaja Law Firm, LLC.
16. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.
17. “Court” shall mean the Circuit Court of DuPage County, Illinois and the Honorable Angelo J. Kappas, or any other judge presiding over the Litigation.
18. “Defendant” shall mean Mid-America Taping & Reeling, Inc.
19. “Defendant’s Counsel” shall mean Jamie Filipovic and William Gros of O’Hagan Meyer LLC .
20. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
21. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees, costs, and expenses, as well as an Incentive Award for the Class Representative.

22. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
23. “Final” shall mean the later of (i) if there are no objections filed or submitted, the date of entry of the Final Approval Order; (ii) if there are one or more objections, the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to any Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order
24. “Final Approval Hearing” means the hearing before the Court where Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an Incentive Award to the Class Representative.
25. “Final Approval Order” shall mean an order entered by the Court that:
 - i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
 - v. Reserves jurisdiction over the Settlement and this Agreement; and
 - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
26. “Incentive Award” shall have the meaning ascribed to it as set forth in Paragraph 82 of this Agreement.

27. “Litigation” shall mean the case captioned *Vega v. Mid-America Taping & Reeling, Inc.* pending in the Circuit Court of DuPage County, Illinois, Case No. 2019-CH-1136.
28. “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and in Exhibits C and D and is consistent with the requirements of Due Process.
29. “Long Form Notice” means notice of this Settlement, substantially in the form of Exhibit C hereto, which shall be posted on the Settlement Website in accordance with Section X below to inform Class Members of their rights and duties under this Settlement.
30. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than thirty (30) days after entry of Preliminary Approval.
31. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately forty-two (42) days after the Notice Date, or such other date as ordered by the Court.
32. “Parties” shall mean Plaintiff and Defendant, collectively.
33. “Plaintiff” or “Class Representative” shall mean the named class representative, Javier Vega.
34. “Preliminary Approval Order” shall mean the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
35. “Lead Class Counsel” shall mean McGuire Law, P.C.
36. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members identified on the Class List, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
37. “Related Actions” shall mean any proceedings, other than the Litigation, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff who alleged that Defendant possessed, collected, stored, captured, received through

trade, purchased, or otherwise obtained their biometric data or biometric information.

38. “Released Claims” shall mean any and all claims by Settlement Class Members under the Illinois Biometric Information Privacy Act and its applicable analogues elsewhere, and all related claims, including statutory and common law claims.
39. “Released Parties” means Defendant and all and/or each of its parents, successors, assigns, affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant has a controlling interest or which is affiliated with any of them, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities.
40. “Settlement Administrator” means, subject to Court approval, Analytics Consulting LLC, the entity mutually selected and supervised by the Parties to administer the Settlement.
41. “Settlement Fund” means or refers to the settlement fund to be established by Defendant in the amount of \$151,000.00 (one hundred fifty-one thousand dollars), subject to any increases or decreases as set forth in Paragraph 50(a). All payments from the Settlement Fund are subject to the terms and conditions set forth herein.
42. “Settlement Website” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibits B and C (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. A phone number for the Settlement Administrator shall be provided. The URL of the Settlement Website shall be www.MidAmericaBIPASettlement.com or such other URL that the Parties may agree to and that is approved by the Court.

III. SETTLEMENT CLASS CERTIFICATION

43. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph 46, below; (2) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (3) Plaintiff's Counsel shall be appointed as Class Counsel.
44. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into, and the Settlement Fund, less any Administrative Expenses paid to date, shall remain with Defendant.
45. In the event that Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.
46. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

“All individuals who scanned their finger using Defendant’s timekeeping system within the state of Illinois at any time since October 23, 2013 without first providing written consent for the collection of their biometric data.”
47. Excluded from the Settlement Class are all persons who elect to exclude themselves from the Settlement Class and the legal representatives, heirs, successors or assigns of any such excluded persons, and the Court and staff to whom this case is assigned, and any member of the Court’s or staff’s immediate family.
48. If for any reason the Settlement is not approved, the Court does not enter a Preliminary Approval Order and/or a Final Approval Order, or final settlement and resolution of this Litigation as provided for in this Agreement is not reached, Defendant’s agreement to certification of the

Settlement Class shall not be used or cited for any purpose in the Litigation or otherwise, including but not limited to in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST THE RELEASED PARTIES

49. Final Approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiff and the Settlement Class, the Litigation, and the claims released herein under Section VIII.

V. SETTLEMENT FUND

50. Establishment of Settlement Fund

- a. Defendant agrees to establish a Settlement Fund in the amount of \$151,000.00 (one hundred fifty-one thousand dollars), which will fully resolve this action on a class-wide basis. Defendant represents the Class consists of 151 people. If the final number of Settlement Class Members identified on the class list is greater than 151, the Settlement Fund shall be increased by \$1,000 for each additional Settlement Class Member over 151. If the final number of Settlement Class Members identified on the class list is less than 151, the settlement fund shall be decreased by \$1,000 for each class member below 151.
- b. If the total number of Class Members increases or decreases by more than 15 individuals, either Party may independently cancel the settlement agreement.
- c. The Settlement Fund shall be divided equally among the Settlement Class Members who do not choose to exclude themselves from the Settlement Class, less *pro rata* deductions for any Fee Award, any Incentive Award, and Administrative Expenses. Settlement Class Members shall receive their *pro rata* shares of the Settlement Fund automatically without having to submit a claim form or otherwise “opt in” to the Settlement Class.
- d. Defendant shall fund the Settlement Fund in the amount of \$151,000.00, subject to any increase required by Paragraph 50(a) above, within five (5) days of the Effective Date.
- e. All funds provided to the Settlement Administrator by Defendant under this Agreement shall be maintained by an escrow agent as a Court-approved 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 interest-bearing account.

- f. If the Settlement Agreement is not finally approved for any reason, the Settlement Fund belongs to Defendant, less any Administrative Expenses incurred. Plaintiff shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- g. Any uncashed amounts from the Settlement Fund (including checks disbursed to Settlement Class Members that remain uncashed for any reason within 90 days of issuance of the check) will be distributed 50% to Defendant or its insurer and 50% to a *cy pres* recipient selected by the Parties and approved by the Court.
- h. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Agreement and final. Defendant shall have no obligation to make further payments to the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
- i. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the terms and amount of the Settlement Fund.

VI. TIMING OF PAYMENTS FROM SETTLEMENT FUND

- 51. On or before twenty-one (21) days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Settlement Class Member who does not exclude themselves from the Settlement, including Plaintiff, equal to each such Settlement Class Member's *pro rata* share of the Settlement Fund, less Administrative Expenses paid to the Settlement Administrator, the Incentive Award, and the Fee Award to Class Counsel.
- 52. On or before twenty-one (21) days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. The Fee Award shall be paid solely from the Settlement Fund via electronic wire transfer to an account designated by Class Counsel.
- 53. On or before twenty-one (21) days after the Effective Date, the Settlement Administrator shall pay the Incentive Award solely from the Settlement Fund by check made payable to Plaintiff and mailed to the address identified

on the W-9 tax form provided by Plaintiff to the Settlement Administrator in advance thereto.

54. Checks sent to Settlement Class members shall remain valid and negotiable for ninety (90) days from the date of their issuance and will thereafter become void if not cashed within that time period. Within fourteen (14) days of the expiration of the ninety-day period, the Settlement Administrator shall transfer 50% of such uncashed funds to Defendant or its insurer and 50% of such uncashed funds to a *cy pres* recipient(s) selected by the Parties and approved by the Court. The Court may revise the *cy pres* provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the Court's revision does not increase the amount that Defendant would otherwise pay under this Settlement Agreement.

VII. PROSPECTIVE RELIEF

55. Without admitting any liability, Defendant represents that it no longer uses the finger scan timeclock that is the subject of the Litigation.

VIII. RELEASE

56. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, the Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims.
57. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.
58. The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault, liability, or wrongdoing by the Released Parties. The Released Parties agree to this settlement to avoid the burden and expense of litigation without in any way acknowledging any fault, liability, or wrongdoing of any kind.

IX. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

59. Plaintiff, through Class Counsel, will file an unopposed motion for an order conditionally certifying the Settlement Class, substantially in the form

attached hereto as Exhibit A, setting a date for the Final Approval Hearing, and approving the Notice for dissemination in accordance with the applicable notice provisions of this Agreement (“the Unopposed Motion for Preliminary Approval”).

60. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the Unopposed Motion for Preliminary Approval.
61. Should the Court decline to preliminarily approve any material aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under the Agreement, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.
62. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the Settlement of the Litigation as set forth herein.
63. At least ten (10) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for: (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment, and file a memorandum in support of the motion for final approval.

X. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

64. **Class List**
 - a. Defendant, with the assistance of the Settlement Administrator as appropriate, shall create a class list based on readily available information already within its possession (“Class List”).
 - b. The Class List shall include the names and last known mailing addresses of potential Settlement Class Members, based on information in Defendant’s records. Defendant shall provide the Class List to the Settlement Administrator within fourteen (14) days after entry of the Preliminary Approval Order. The Settlement Administrator shall keep the Class List strictly confidential.

65. Type of Notice Required

- a. The Notice, which shall be substantially in the form of Exhibits B and C attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (a) protect their rights regarding the Settlement; (b) request exclusion from the Settlement Class and the proposed Settlement, if desired; (C) object to any aspect of the proposed Settlement, if desired; and (d) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as Exhibits B and C hereto.
- c. Individual notice (substantially in the form of Exhibit B) shall be sent via U.S. Mail where Defendant has a last-known mailing address or the address information can be determined by the Settlement Administrator. Prior to mailing, the Settlement Administrator shall run the Class Members' addresses through the U.S. Postal Service's National Change of Address database and mail the Notice using the most current mailing address information. For any Class Member whose Notice is returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly conduct a firm level skip trace and re-send the Notice per the address (if any) determined by the skip trace. For any Class Member whose Notice is returned as undeliverable with a forwarding address, the Settlement Administrator shall promptly re-mail the Notice using the forwarding address.
- d. Notice of the settlement (substantially in the form of Exhibit C) shall be posted to the Settlement Website by the Notice Date.

66. Notice Deadline

Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Mail to the Settlement Class Members identified on the Class List for whom an address is known or readily determinable, a copy of the Notice in the form of Exhibit B.

XI. EXCLUSIONS

67. Exclusion Period

Settlement Class Members will have up to the Objection/Exclusion Deadline to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out, as provided in Paragraph 68 below, by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Class Member Releasing Party as defined herein.

68. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted to the Settlement Administrator via the Settlement Website, on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, and email address; the case name and number of this Litigation, a statement that they wish to be excluded from the Settlement Class; and their signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not:
(i) be bound by the Settlement or any order or judgment of the Litigation;
(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 Class also cannot object to the Settlement Agreement. Any member of the Settlement Class who attempts to both object to and exclude themselves from this Settlement Agreement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement or any of its terms.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.

- e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement.

XII. OBJECTIONS

- 69. The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of their intention to do so and at the same time: (i) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.
- 70. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last four years; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
- 71. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval

of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

72. Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from the Settlement Agreement will forfeit the right to object to this Settlement Agreement or any of its terms.

XIII. FINAL APPROVAL HEARING

73. The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, a Fee Award, and an Incentive Award.

XIV. FINAL APPROVAL ORDER

74. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.
75. The Parties shall jointly submit to the Court a proposed Final Approval Order that, without limitation:
 - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;
 - b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including but not limited to the Litigation, the Settlement Class,

the Settlement Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

76. Class Counsel shall use their best efforts and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement, and to obtain dismissal with prejudice of the Litigation.

XV. TERMINATION OF THE SETTLEMENT

77. The Settlement is conditioned upon preliminary and final approval of the Parties' written 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). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
 - a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
 - b. The Court refuses to grant preliminary approval of this Agreement in any material respect;
 - c. The Court refuses to grant final approval of this Agreement in any material respect;
 - d. The Court refuses to enter a final judgment in this Litigation in any material respect; or
 - e. The Court's order granting preliminary or final approval is substantially modified or reversed.
78. In addition, Defendant may elect to terminate and cancel this Settlement if more than 5% of the Settlement Class Members timely and validly exclude themselves from the Settlement.
79. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation, and the Settlement Fund, less any Administrative Expenses incurred to date, shall remain with Defendant.

XVII. ATTORNEYS' FEES, COSTS AND EXPENSES AND INCENTIVE AWARD

80. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expense Application with the Court. Class Counsel have agreed, with no consideration from Defendant, to limit their fee request to no more than 35% of the Settlement Fund plus their reasonable litigation costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members.
81. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.
82. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representative in an amount not to exceed \$5,000.00 (five thousand dollars).
83. Class Counsel shall provide the Settlement Administrator with its completed IRS Form W-9 before the payment of the Fee Award is due, as well as Plaintiff's completed IRS Form W-9 before the payment of the Incentive Award is due.
84. In no event will Defendant's liability for attorneys' fees, expenses, and costs, Administration Expenses, and/or an Incentive Award exceed its funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of the Fee Award, Administrative Expenses, the Incentive Award, or any other costs, fees, and/or expenses among Class Counsel, Plaintiff, and/or Class Members except for payment of the Settlement Fund.

XVIII. MISCELLANEOUS REPRESENTATIONS

85. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
86. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.
87. 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, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.
88. 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. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasing Parties.
89. The Parties have relied upon the advice and representation of counsel, selected by themselves, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by this Settlement.
90. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

91. 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.
92. This 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.
93. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
94. The Parties agree that Exhibits A through C to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
95. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
96. Except as otherwise provided herein, each Party shall bear its own costs.
97. 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.
98. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
99. 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 Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence for any purpose, including, without limitation, as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation 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 (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

100. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.
101. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible for any purposes, including, without limitation, as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.
102. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.
103. Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents, comprising opinions as to the Litigation. Plaintiff, Class Counsel, and Defendant shall not make any public statement, including any statement to the press, regarding the Settlement Agreement or settlement aside from the following agreed upon statement: “[The Parties] have reached a proposed agreement and look forward to the Court’s review and decision” or words to that effect. This paragraph shall not be construed to limit or impede the notice requirements of Section X above; nor shall this paragraph be construed to prevent Class Counsel or Defendant from notifying or explaining to potential Settlement Class Members or others that this case has settled and how to obtain settlement benefits; nor shall this paragraph limit the representations that the Parties or Counsel for the Parties may make to the Court to assist in its evaluation of the proposed settlement;

nor shall this paragraph limit Defendant's ability to discuss in a confidential manner the terms of this settlement with its clients and business partners. If a Party is required by a valid, enforceable subpoena or government information request to disclose information about the settlement, such Party shall provide reasonable prior notice (to the extent permitted by applicable law) to the other Party to allow the other Party to seek to prevent such disclosure. A Party may also provide necessary and accurate information about the settlement to its shareholders and other persons or entities as required by securities laws or other applicable laws or regulations.

104. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.
105. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
106. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.
107. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
108. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.
109. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Timothy P. Kingsbury
MCGUIRE LAW, P.C
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601
tkingsbury@mcgpc.com

If to Defendant's Counsel:

Jamie Filipovic
O'HAGEN MEYER LLC
One E. Wacker Dr., Suite 3400
Chicago, IL 60601
jfilipovic@ohaganmeyer.com

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

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

JAVIER VEGA, individually and as the Class Representative

Signature: Javier Vega
Date: 7/15/2022

DocuSigned by:
C2F92374BC44D4...

MID-AMERICA TAPING AND REELING, INC.

Signature: _____
Print Name: _____
Date: _____

MCGUIRE LAW, P.C.,
as Lead Class Counsel

Signature: _____
Print Name: _____
Date: _____

O'HAGAN MEYER LLC,
as Defendant's Counsel

Signature: _____
Print Name: _____
Date: _____

LAW OFFICE OF JAMES X. BORMES, P.C.,
as Class Counsel

Signature: _____
Print Name: _____
Date: _____

THE KHOWAJA LAW FIRM, LLC,
as Class Counsel

Signature: _____
Print Name: _____
Date: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

JAVIER VEGA, individually and as the Class Representative

Signature: _____

Date: _____

MID-AMERICA TAPING AND REELING, INC.

Signature: _____

Print Name: _____

Date: _____

MCGUIRE LAW, P.C.,
as Lead Class Counsel

Signature: _____
DocuSigned by:
Timothy P. Kingsbury
FCEFD4E7E84E5...

Print Name: Timothy P. Kingsbury

Date: 7/14/2022

O'HAGAN MEYER LLC,
as Defendant's Counsel

Signature: _____

Print Name: _____

Date: _____

LAW OFFICE OF JAMES X. BORMES, P.C.,
as Class Counsel

Signature: _____
DocuSigned by:
James X. Bormes
BA4D052046034EE...

Print Name: James X. Bormes

Date: 7/14/2022

THE KHOWAJA LAW FIRM, LLC,
as Class Counsel

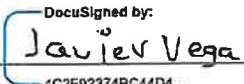
Signature: _____
DocuSigned by:
Kasif Khawaja
B9BB12ECAEB74A9...

Print Name: Kasif Khawaja

Date: 7/14/2022

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

JAVIER VEGA, individually and as the Class Representative

Signature: 
Date: 7/15/2022

MCGUIRE LAW, P.C.,
as Lead Class Counsel

Signature: _____
Print Name: _____
Date: _____

LAW OFFICE OF JAMES X. BORMES, P.C.,
as Class Counsel

Signature: _____
Print Name: _____
Date: _____

THE KHOWAJA LAW FIRM, LLC,
as Class Counsel

Signature: _____
Print Name: _____
Date: _____

MID-AMERICA TAPING AND REELING,
INC.

Signature: 
Print Name: Barbara Pauls
Date: Aug 30, 2022

O'HAGAN MEYER LLC,
as Defendant's Counsel

Signature: 
Print Name: William Gross
Date: 8/30/22