

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Reladyne, LLC (“Defendant”), and Michael Marzec (“Plaintiff”), both individually and on behalf of the Settlement Class, in the case *Marzec v. Reladyne, LLC*, Case No. 2018-CH-14101, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division (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 November 13, 2018, Plaintiff Michael Marzec filed a class action lawsuit in the Circuit Court of Cook County, Illinois, Chancery Division against Defendant Reladyne, LLC alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”). The case was assigned to Judge Raymond Mitchell.
2. On April 15, 2019, Defendant filed its Answer and Affirmative Defenses. Thereafter, on May 13, 2019, Plaintiff filed his Motion to Strike Defendant’s Affirmative Defenses. On July 18, 2019, Judge Mitchell entered an Order denying Plaintiff’s Motion to Strike.
3. On February 3, 2020, Defendant filed its Motion for Leave to Add Affirmative Defense and Stay Proceedings Pending Ruling of Illinois Appellate Court. Judge Mitchell granted Defendant’s Motion over Plaintiff’s objection, permitting Defendant to add the affirmative defense that Plaintiff’s claims are preempted by the Illinois Workers’ Compensation Act, and stayed the Illinois First District Appellate Court’s case of *McDonald v. Symphony Bronzeville Park, LLC*.
4. On February 4, 2021, Judge Mitchell continued the stay, over Plaintiff’s objection, pending the Illinois Supreme Court’s review of the First District’s *McDonald* decision. On or around January 27, 2022, the case was reassigned to Judge Thaddeus Wilson.
5. Following the Illinois Supreme Court’s decision in *McDonald*, the Parties agreed to attempt to resolve the Litigation. Following arm’s-length negotiations, the Parties have 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 and related persons and entities, as set forth herein.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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:

11. “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.
12. “Approved Claims” shall mean complete, valid, and timely claims submitted by Settlement Class Members that have been approved for payment by the Settlement Administrator.
13. “Claim Form” shall mean the form that Settlement Class Members may submit to the Settlement Administrator to make a claim for compensation under this Settlement. The Claim Form shall be substantially in the form attached hereto as Exhibit A.
14. “Claims Deadline” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form
15. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the settlement class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class.
16. “Class Counsel” shall mean McGuire Law, P.C; Law Office of James X. Bormes, P.C.; and The Khowaja Law Firm, LLC.
17. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.
18. “Court” shall mean the Honorable Thaddeus L. Wilson of the Circuit Court of Cook County, Illinois, Chancery Division, and his successors, if any, or any other judge presiding over the pending Litigation.
19. “Defendant” shall mean Reladyne, LLC.
20. “Defendant’s Counsel” shall mean Phillip M. Schreiber, Rachel Agius, and Melissa Gold of Holland & Knight LLP.
21. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
22. “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.

23. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
24. “Final” shall mean the later of (i) if there are no objectors, the date of entry of the Final Approval Order; (ii) if there are one or more objectors, 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.
25. “Final Approval Hearing” means the hearing before the Court where the 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.
26. “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.
27. “Incentive Award” shall have the meaning ascribed to it as set forth in Section XVII of this Agreement.
28. “Lead Class Counsel” shall mean McGuire Law, P.C.

29. “Litigation” shall mean the case captioned *Marzec v. Reladyne, LLC*, Case No. 2018-CH-14101 (Cir. Ct. Cook Cnty., Illinois).
30. “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.
31. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of Preliminary Approval.
32. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court, and the date by which a request for exclusion submitted by a person within the Settlement Class must be postmarked or submitted electronically, and which shall be designated as a date approximately forty-two (42) days after the Notice Date, as approved by the Court.
33. “Parties” shall mean Plaintiff and Defendant, collectively.
34. “Plaintiff” or “Class Representative” shall mean the named class representative, Michael Marzec.
35. “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.
36. “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 Reladyne, LLC collected or possessed their biometrics.
37. “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, through the effective date of the applicable settlement agreement.
38. “Released Parties” shall refer, jointly and severally, and individually and collectively, to Defendant Reladyne, LLC, and its parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, holding companies, directors, managers, officers, employees, agents, equity holders, principals, insurers, excess insurers, reinsurers, directors and attorneys.

39. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives and assigns, and anyone claiming by, through, or on behalf of them.
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 \$120,900.00 (one hundred twenty thousand nine hundred dollars). 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 C and D (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.ReladyneBIPASettlement.com, or such other URL that the Parties may agree to and that is approved by the Court. Settlement Class Members shall be able to submit Claim Forms via the Settlement Website.

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 45, 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. 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.

45. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

“All individuals who scanned their finger using Reladyne, LLC’s timekeeping system in Illinois since November 10, 2013.”

Defendant represents that, based on its employment records, the Settlement Class consists of 86 individuals. To the extent that the Class List set forth in Paragraph 78 below contains more than 86 individuals, the size of the Settlement Fund will be increased proportionally.

46. Excluded from the Settlement Class are all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court’s or staff’s immediate family.
47. 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

48. Final Approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiff and the Settlement Class, the Litigation, any Related Actions, the Released Claims, and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Released Parties by the Releasing Parties in the Litigation, Related Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

V. SETTLEMENT FUND

49. Establishment of Settlement Fund

- a. Defendant agrees to establish a Settlement Fund in the amount of \$120,900.00 (one hundred twenty thousand nine hundred dollars), which will fully resolve this action on a class-wide basis. The Settlement Fund will pay for all fees and costs of administration of the settlement, including claims, notice and other administration costs, an incentive award to

Plaintiff, and Plaintiff's attorneys' fees and expenses. Each Class Member who submits a timely and valid claim form shall be paid a *pro rata* distribution so that each claimant receives the same amount after payment of Administrative Expenses and any Fee Award and incentive award awarded by the Court.

- b. Within twenty-eight (28) days after the entry of the Preliminary Approval Order, Defendant shall fund the Settlement Fund by paying to the Settlement Administrator the amount of \$120,900.00 (one hundred twenty thousand nine hundred dollars). Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.
- c. 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.
- d. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant, as the case may be, and will be repaid to Defendant less any Administrative Expenses paid to date. 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.
- e. The Settlement Fund shall be used to pay (i) Approved Claims, (ii) an Incentive Award to the Class Representative, (iii) the Fee Award; and (iv) costs of administration of the Agreement to the Settlement Administrator, including without limitation payment of Administrative Expenses.
- f. The amount of any uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court. In no event will any portion of the Settlement Fund revert to or remain with Defendant.
- g. 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.

- h. 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.
- 50. To file a claim for relief under the Settlement, Settlement Class Members must timely submit a valid Claim Form. Settlement Class Members who timely submit a valid Claim Form and have an Approved Claim shall be entitled to payment from the Settlement Fund. Each Settlement Class Member who timely submits a valid Claim Form and has an Approved Claim shall receive the same amount of the Settlement Fund as each other Settlement Class member who timely submits a valid Claim Form and has an Approved Claim.

51. Procedure for Approving Settlement

- a. Plaintiff will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the “Unopposed Motion for Preliminary Approval”).
- b. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representative and Class Counsel; approving the Claim Form and the forms of Notice to the Settlement Class; and setting the Final Approval Hearing.
- c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Plaintiff shall be conditionally appointed Class Representative, and that Plaintiff’s Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily approve any material aspect of the Settlement Agreement, the Settlement Agreement will be null and void, and 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.

VI. SUBMISSION AND EVALUATION OF CLAIMS

52. All claims must be submitted on a Claim Form. The Claim Form will require each Settlement Class Member to provide his or her full name, mailing address, contact telephone number, and contact email address; an affirmation that they scanned his or her finger using Defendant's timekeeping system within the state of Illinois during the relevant time period; and a signature.
53. The Claim Form must be submitted (either electronically submitted or else postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as Exhibit A.
54. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail, for processing, assessment, and payment.
55. Any Claim Form that lacks the requisite information will be deemed to be incomplete and ineligible for payment. For any partially-completed Claim Forms, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim Form at least one time by regular U.S. mail (i) to inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form, and (ii) to give the Settlement Class Member one opportunity to cure any errors and/or omissions in the Claim Form. The Settlement Class Member shall have until the Claims Deadline, or fourteen (14) days after the Settlement Administrator sends the regular mail notice to the Settlement Class Member regarding the deficiencies in the Claim Form, whichever is later, to cure the error(s) and/or omission(s) in the Claim Form.
56. A Settlement Class Member is not entitled to any compensation from the Settlement Fund if he or she submits a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any error(s) and/or omission(s), as provided in Paragraph 55, or contains false information.
57. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted, and may, upon its discretion, request additional information prior to initially rejecting or accepting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud, and shall deny Claim Forms which are incomplete and/or where there is evidence of abuse and/or fraud.
58. Within fourteen (14) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims ("Initially Approved Claims List"), and shall include an electronic PDF copy of all

such initially approved Claim Forms. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”), and shall include an electronic PDF copy of all such initially rejected Claim Forms.

59. Counsel for the Parties shall have seven (7) days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within seven (7) days after Counsel for the Parties receive the Initially Approved Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
60. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have seven (7) days after the date they receive the Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within seven (7) days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.
61. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. The date all claims are finalized without any further dispute shall be referred to as the “Claims Finalization Date.” If neither Lead Class Counsel nor Defendant’s Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Lead Class Counsel and Defendant’s Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.
62. Within seven (7) days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number, claimant name, and claimant address, and totaling the amount to be paid for each claimant, which shall be an equal amount for each approved claim (the “Final Claims List”).
63. In the event that checks sent to Settlement Class Members are not cashed within one hundred (100) days after their date of issuance, whether because the checks were not received or otherwise, those checks will become null and void. The amount of the uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court. The Court may revise this *cy pres* provision as necessary without terminating or otherwise impacting this Settlement

Agreement, provided the Court's revision does not increase the amount that Defendants would otherwise pay under this Settlement Agreement.

VII. TIMING OF PAYMENTS FROM SETTLEMENT FUND

64. On or before twenty-one (21) days after the Effective Date, the Settlement Administrator shall pay to Lead 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 Lead Class Counsel.
65. On or before twenty-one (21) days after the Effective Date, the Incentive Award shall be paid solely from the Settlement Fund by check made payable to Plaintiff and mailed by the Settlement Administrator to an address designated by Class Counsel.
66. Upon the later of ten (10) business days after the Claims Finalization Date or thirty (30) days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Settlement Class Member on the Final Claims List. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five (5) business days of the last of such payment and shall notify the Parties of the date of issuance of the checks.

VIII. PROSPECTIVE RELIEF

67. Without admitting any liability, Defendant represents that it agrees to comply or remain compliant with all BIPA requirements going forward, including BIPA's consent and retention policy requirements.

IX. RELEASE

68. 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 fully, finally, and completely released, acquitted, and forever discharged from any and all Released Claims.
69. 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.
70. Each Releasing Party waives any and all defenses, rights, entitlements, 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.

71. 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.

X. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

72. This Settlement shall be subject to approval of the Court. As set forth in Section XVI, Defendant shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement Agreement.
73. Plaintiff, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, conditional certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the applicable notice provisions of this Agreement. Defendant shall not oppose the Motion for Preliminary Approval.
74. 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.
75. 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.
76. 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.
77. 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.

XI. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

78. Class List

- a. Defendant, with the assistance of the Settlement Administrator as appropriate, shall create a class list, in electronic form, based on readily available information already within its possession (“Class List”).
- b. The Class List shall include the names, last known mailing addresses, and telephone numbers of potential Settlement Class Members, based on information in Defendant’s records. Defendant shall provide the Class List to the Settlement Administrator and Class Counsel within seven (7) days after entry of the Preliminary Approval Order.

79. Type of Notice Required

- a. The Notice, which shall be substantially in the form of Exhibits C and D. 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) obtain a copy of the Claim Form; (b) protect their rights regarding the Settlement; (c) request exclusion from the Settlement Class and the proposed Settlement, if desired; (d) object to any aspect of the proposed Settlement, if desired; and (e) 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 C and D hereto.
- c. Individual notice (substantially in the form of Exhibit C) 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 Claims 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. The Claims Administrator shall promptly conduct a second mailing for any Class Member whose Notice is returned as undelivered based on one entry level skip trace for each Class member whose Notice is returned as undelivered.
- d. Notice of the settlement (substantially in the form of Exhibit D) shall be posted to the Settlement Website within twenty-one (21) days of the entry of the Preliminary Approval Order.

80. Notice Deadline

- a. Within twenty-one (21) 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 C.

XII. EXCLUSIONS

81. Exclusion Period

- a. 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 82, by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for any and all Released Claims.

82. 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 electronically 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 Lead 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.

XIII. OBJECTIONS

- 83. The Notices 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 Notices 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 Lead 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, Claim Forms, and any other communication relating to this Settlement.
- 84. 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 have 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.

85. 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.
86. Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. The Settlement Administrator shall attempt to contact any Settlement Class Member who submits both a request for exclusion and an objection at least one time by e-mail or, if no e-mail address is available, by telephone to give the Settlement Class Member an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until twenty-one (21) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding their final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this 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 excluded themselves and will forfeit the right to object to this Settlement Agreement or any of its terms.
87. If a Settlement Class Member returns both a Claim Form and a written request for exclusion, the Settlement Administrator shall attempt to contact the Settlement Class Member at least one time by e-mail or, if no e-mail address is available, by telephone to give the Settlement Class Member an opportunity to clarify whether they choose to exclude themselves or claim their award. Any Settlement Class Member who attempts to both file a Claim Form and exclude themselves from this 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 forfeited their request for exclusion and the Claim Form shall be processed under the terms of this Settlement Agreement.

XIV. FINAL APPROVAL HEARING

88. 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, and a Fee Award.

XV. FINAL APPROVAL ORDER

89. 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.
90. 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.
91. Class Counsel shall use their best efforts to assist Defendant in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XVI. TERMINATION OF THE SETTLEMENT

92. 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.
93. 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.

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

94. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expense Application that seeks an award of attorneys' fees plus their reasonable costs and expenses.
95. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their fee request to no more than forty percent (40%) of the Settlement Fund, plus reasonable 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 as part of their Approved Claims.
96. 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.
97. 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 \$6,000.00 (six thousand dollars), and Defendant agrees that it will not oppose such a request.

98. Lead Class Counsel shall provide the Settlement Administrator with its completed W-9 form before the payment of the Fee Award is due.
99. 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

100. 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.
101. 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.
102. 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.
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. 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.

104. 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.
105. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
106. 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.
107. 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.
108. 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.
109. The Parties agree that Exhibits A through D to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
110. 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.
111. Except as otherwise provided herein, each Party shall bear its own costs.
112. Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.
113. 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.
114. 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 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.

115. 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.
116. 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.
117. 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.
118. 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 XI 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.

119. 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.
120. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
121. 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.
122. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
123. 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.
124. 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:

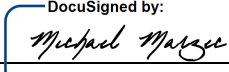
Phillip M. Schreiber
HOLLAND & KNIGHT LLP
150 N. Riverside Plaza, Suite 2700
Chicago, IL 60606
phillip.schreiber@hklaw.com

125. 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.

MICHAEL MARZEC, individually and as the Class Representative

Signature:  _____
Date: 7/26/2022 _____
11A92004ACD34BA...

RELADYNE, LLC

Signature: _____
Date: _____

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

Signature: _____
Print Name: _____
Date: _____

HOLLAND & KNIGHT LLP
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.

MICHAEL MARZEC, individually and as the
Class Representative

Signature: _____

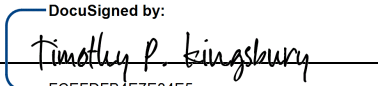
Date: _____

RELADYNE, LLC

Signature: _____

Date: _____

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

Signature: 
Print Name: Timothy P. Kingsbury

Date: 7/19/2022

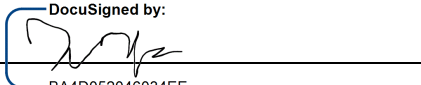
HOLLAND & KNIGHT LLP
as Defendant's Counsel

Signature: _____

Print Name: _____


Date: _____

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

Signature: 
Print Name: James X. Bormes

Date: 7/19/2022

THE KHOWAJA LAW FIRM, LLC,
as Class Counsel

Signature: 
Print Name: Kasif Khowaja

Date: 7/25/2022


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

MICHAEL MARZEC, individually and as the
Class Representative

Signature: _____

Date: _____

RELADYNE, LLC

Signature:  _____

Date: 07-23-2021 _____

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

Signature: _____

Print Name: _____

Date: _____

HOLLAND & KNIGHT LLP
as Defendant's Counsel

Signature:  _____

Print Name: Phillip M. Schreiber _____

Date: 07-23-2022 _____

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: _____