

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

Franz Vergara, individually, and)	
on behalf of all others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	
)	
SFC FOODS CHICAGO INC. d/b/a)	
SEAFOOD CITY SUPERMARKETS,)	
)	
Defendant.)	

Case No. 2024CH00432

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (herein referred to as “the Settlement Agreement” or “Settlement”) is made and entered into by and between Franz Vergara (“Plaintiff”) on behalf of himself and each member of the Settlement Class as defined below, and SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets (“Defendant” or “Seafood City”), (collectively referred to herein as “the Parties”).

I. RECITALS

1. On January 22, 2024, Plaintiff Robert Smith filed the Original Class Action Complaint captioned *Robert Smith v. SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets*, Case No. 2024CH00432 in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, alleging violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*

2. On January 24, 2024, Plaintiff filed a Motion for Class Certification and Request for Discovery on Certification Issues.

3. On February 20, 2024, Defendant filed a Motion for Extension of Time to Answer

or Otherwise Plead extending the deadline to answer or otherwise plead to March 12, 2024; the Court granted Defendant's Motion.

4. On March 12, 2024, Defendant filed a Second Motion for Extension of Time to Answer or Otherwise Plead extending the deadline to answer or otherwise plead to March 19, 2024; the Court granted Defendant's Motion.

5. On March 19, 2024, Defendant filed a motion to dismiss on the grounds that Plaintiff's claims are time-barred under the applicable five-year statute of limitations.

6. On March 21, 2024, Plaintiff filed a Motion for Leave to File an Amended Class Action Complaint; the Court granted Plaintiff's Motion.

7. On May 6, 2024, after this Court granted Plaintiff leave to file an amended complaint, Plaintiff filed the Operative First Amended Class Action Complaint substituting Franz Vergara as the new Class Representative; the case is now captioned *Franz Vergara v. SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets*, (hereinafter, "Class Action Complaint"), alleging violations of the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.* (the "Action").

8. On May 13, 2024, Defendant filed an Answer to Plaintiff's Class Action Complaint and Notice of Affirmative Defenses.

9. On June 11, 2024, Plaintiff filed a Motion to Strike all Affirmative Defenses contained in Defendant's Answer.

10. On June 17, 2024, this Court granted Plaintiff's Motion to Strike Defendant's Affirmative Defenses.

11. The Parties conducted reciprocal written and oral discovery through November 2024.

12. On February 18, 2025, Plaintiff filed his renewed Motion for Class Certification.

13. On May 29, 2025, the Court denied Plaintiff's renewed Motion for Class Certification without prejudice and granted Plaintiff leave to file an amended motion for class certification.

14. On July 30, 2025, Plaintiff filed his Amended Motion for Class Certification, which is fully briefed and set for hearing on December 18, 2025.

15. On November 18, 2025, the Parties reached a settlement agreement in principle.

16. Defendant denies any liability, wrongdoing, or legal violations of any kind related to the claims and contentions asserted in this Action and denies that litigation of the Action on a class-wide basis is appropriate. By entering into this Settlement, Defendant does not admit any liability or wrongdoing and expressly denies the same. Neither this Settlement Agreement, nor any settlement negotiations 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, or as evidence that this Action may be maintained as a class action or otherwise meets the criteria for certification of a class under the governing legal standards for trial or litigation purposes.

17. Class Counsel have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement according to the terms set forth herein is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) 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 (e) Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members. For purposes of this Settlement Agreement, Class Counsel have also determined that the Settlement Agreement procedures described herein are superior to other available methods for the fair and efficient resolution of this controversy.

18. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.

19. The Parties agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of the Settlement Agreement, to effectuate all aspects of the Settlement Agreement, and to dismiss the Action with prejudice upon final approval and entry of final judgment.

20. If the Settlement Agreement does not become final for any reason, nothing from the settlement process, including documents created or shared as part of the settlement process or settlement administration shall be admissible evidence in the Action.

21. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasers, as that term is defined herein, release the Released Parties, as that term is defined herein, of the Released Claims, as that term is defined herein, without costs as to Defendant, the Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. SETTLEMENT TERMS

A. DEFINITIONS

The following terms, as used in this Settlement Agreement, have the following meanings:

22. “Action” means the class action lawsuit pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, captioned *Franz Vergara v. SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets*, Case No. 2024CH00432.

23. “Administrative Fees” refers to the Settlement Administrator’s fees arising from its administration of the Settlement, including but not limited to costs in providing Notice, communicating with the Settlement Class Members, disbursing payments to the proposed Settlement Class Members, and tax reporting. In no event will the Administrative Fees exceed \$10,000.

24. “Biometric Timekeeping System,” “Biometric Timekeeping Systems,” “Timekeeping System,” or “Timekeeping Systems” means the timekeeping technology located at Seafood City within the State of Illinois that Plaintiff and the other Settlement Class Members used to scan a hand and/or handprint to record their time worked.

25. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” means each member of the Settlement Class, as defined in Paragraph 51 of this Agreement, who does not timely elect to be excluded from the Settlement Class and includes, but is not limited to, Plaintiff.

26. “Class Counsel” refers to Stephan Zouras, LLC, 222 West Adams Street, Suite 2020, Chicago, IL 60606.

27. “Court” means the Circuit Court of Cook County, Illinois, County Department, Chancery Division and the Honorable Judge William B. Sullivan, or any judge sitting in his stead.

28. “Defendant” or “Seafood City” means SFC Foods Chicago, Inc. d/b/a Seafood City Supermarkets.

29. “Defendant’s Counsel” means Steve A. Miller, Scott C. Fanning, and/or the law firm of Fisher & Phillips LLP 10 S. Wacker Drive, Suite 3450 Chicago, Illinois 60606.

30. “Effective Date” means the seventh day after the date on which the Final Judgment becomes final. For purposes of this definition, the Final Judgment “becomes final” after the last of the following dates, if there are no timely objectors to settlement: (a) all Parties execute this Settlement Agreement; and (b) the Court has entered, without material change, the Final Approval Order. If there are timely objections submitted, the Effective Date shall mean the same as the above, but also, shall not occur until either the time for an appeal has expired and no appeal has been timely filed, or if an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order. In the event that the Court does not approve the Settlement Agreement and/or does not enter a Final Judgment, or in the event that entry of the Final Judgment is reversed on appeal, then there shall be no Effective Date and this Settlement Agreement shall become null and void, and the agreements described herein shall be of no effect and inadmissible in this or any other action or proceeding.

31. “Fee Petition” means the motion to be filed by Class Counsel in which they seek approval of an award of attorneys’ fees, costs, and expenses.

32. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel, not to exceed \$112,500.00 for attorneys’ fees and \$3,500.00 for costs and expenses.

33. “Final Approval Hearing” means the hearing contemplated by the Parties at which the Parties will request that the Court enter a judgment approving the Settlement Agreement,

approving the Fee Award, and approving a Service Award to the Class Representative.

34. “Final Approval Order” means the Court’s order granting final approval of this Settlement Agreement on the terms provided herein or as those terms may be modified by subsequent written agreement of the Parties. The Final Approval Order shall:

- a. Grant final certification of the Settlement Class pursuant to 735 ILCS § 5/2-801 for settlement purposes only;
- b. Find that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of the Settlement Agreement;
- c. Find that Class Members who do not opt out of the Settlement by submitting a timely Request for Exclusion shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Settlement Class or Class Member;
- d. Dismiss Plaintiff’s and Class Members’ claims pending before it with prejudice and without costs, except such costs to be allocated as explicitly provided for in this Settlement Agreement;
- e. Approve the Release provided in the Settlement Agreement and order that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
- f. Enter a Final Judgment pursuant to 735 ILCS § 5/2-1301 with respect to the foregoing.

The Parties shall submit a proposed Final Approval Order setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate. Plaintiff shall provide a proposed draft of Final Approval Order to Defendant and allow Defendant a reasonable amount of time to review the Final Approval Order prior to Plaintiff filing it.

35. “Final Judgment” refers to the judgment pursuant to 735 ILCS § 5/2-1301 entered by the Court in conjunction with the Final Approval Order.

36. “Notice” means the notice of class action settlement to be directed to Settlement Class Members consistent with due process and approved by the Court. The Notice shall be substantially in the form of **Exhibit A** attached hereto and will provide a summary of the Action, a summary of the Settlement Agreement, information on how Class Members can opt-out or object to the Settlement, and the scope of the release of claims.

37. “Objection/Exclusion Deadline” means the date by which a valid written objection to this Settlement Agreement or a valid request for exclusion submitted by a member of the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately sixty (60) days following the initial Notice mailing or such other date as ordered by the Court.

38. “Party” or “Parties” means Plaintiff or Defendant in the singular, or Plaintiff and Defendant, collectively.

39. “Plaintiff” or “Class Representative” shall mean the named class representative, Franz Vergara.

40. “Preliminary Approval Order” or “Preliminary Approval” refers to the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes only, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.

41. “Qualified Settlement Fund” or “QSF” means the interest-bearing escrow account with the Settlement Fund to be opened, administered, and controlled by the Settlement Administrator as a “Qualified Settlement Fund” under Section 468B of the IRC and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Treas. Reg. § 1.468B-2(k)(3). Defendant shall be the “transferor”

with respect to the QSF within the meaning of Treas. Reg. § 1.468B-1(d)(1). While held in the QSF, the funds in the QSF shall accrue interest at the then-current rate of the interest-bearing FDIC insured checking account. The Settlement Administrator shall provide to Defendant a properly completed and duly executed IRS Form W-9 of the QSF prior to the deposit of the Gross Settlement Amount to the QSF. The Settlement Administrator shall cooperate as requested by Defendant in the making of any election with respect to the QSF, including a “relation-back election” pursuant to Treas. Reg. § 1.468B-1(j).

42. “Released Claims” means any and all claims against Released Parties whatsoever arising out, related to, or connected with the alleged capture, collection, purchase, receipt through trade, storage, possession, transmissions, conversion, disclosure, redisclosure, dissemination, sale, lease, trade, acquisition and/or other use of biometric identifiers and/or biometric information in connection with the Biometric Timekeeping Systems used by individuals working at Seafood City located within the State of Illinois from January 22, 2019 to May 22, 2024, including but not limited to claims brought under 740 ILCS §14/10, et seq. (“BIPA”), any common law theory, or any other law relating to the Biometric Timekeeping System used by Defendant, and any claim for liquidated or multiple damages, penalties, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims. “Released Claims” includes all claims that arise from and/or are reasonably related to the claims that were and/or could have been asserted in the Action. Nothing in this Release shall include claims that cannot be released as a matter of law; but this paragraph shall be given the broadest possible interpretation allowable by law. The Releasers forever shall be barred from accepting, joining, or instituting any suit, class action, collective action, administrative claim, or any claim whatsoever against the Released Parties, for the time periods specified herein, concerning, relating to, or arising from any of the

Release Claims.

43. “Released Party” or “Released Parties” refers to SFC Foods Chicago, Inc. d/b/a Seafood City Supermarkets and each of its past or present, direct or indirect, parents, subsidiaries, and divisions, and each of their respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors, and assigns. For the avoidance of doubt, all third parties, including but not necessarily limited to any customers and/or vendors (including but not limited to any entity that manufactured, sold, or otherwise provided Defendant with any Biometric Timekeeping System, or any portion thereof, whether software or hardware), are not considered Released Parties.

44. “Releasor(s)” refers jointly and severally, individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their respective predecessors, successors, beneficiaries, former and future heirs, spouses, agents, attorneys, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

45. “Relevant Period of Time” is from January 22, 2019, to May 22, 2024.

46. “Service Award” means the amount to be paid to the Plaintiff, subject to approval of the Court, as payment for his efforts for the benefit of the Class, including assisting Class Counsel with the prosecution of the Action.

47. “Settlement Administrator” refers to Simpluris, Inc, the entity selected and supervised by Class Counsel to administer the Settlement.

48. “Settlement Fund” means a non-reversionary cash settlement fund established by Defendant in the amount of \$300,000.00 (approximately \$751.87 per Class Member for a Class of 399 Members) within 14 calendar days of Final Approval. The Parties recognize that the

representation of the total class size is a material term of this Settlement Agreement and if the class size exceeds 399 individuals, the total Settlement Fund will increase on a *pro rata* basis. The following expenses are to be paid from the Settlement Fund: (1) all payments to Plaintiff and Settlement Class Members from the Settlement Fund net after the Fee Award, Service Award, and Administrative fees are deducted (“Settlement Award”); (2) the Fee Award in connection with all of Class Counsel’s representation of Plaintiff and the Settlement Class Members, including all attorneys’ fees and costs that may arise in connection with this Settlement Agreement, including, without limitation, seeking Court approval of the Settlement Agreement, and the notice process; (3) all Administrative Fees incurred by the Settlement Administrator; and (4) Plaintiff’s Service Award.

B. SETTLEMENT CLASS CERTIFICATION

49. Solely for the purposes of this Settlement Agreement, the Parties stipulate and agree that (a) the Class shall be certified under 735 ILCS § 5/2-801 for settlement purposes only in accordance with the definition contained in Paragraph 51, below; (b) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (c) Plaintiff’s Counsel shall be appointed as Class Counsel.

50. 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 Action 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; (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. Defendant expressly reserves its right to oppose class certification and oppose the merits of the Action.

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

All individuals who work(ed) for Seafood City in the State of Illinois and who had their biometric identifiers and/or biometric information collected, captured, received, obtained, maintained, stored, or disclosed by Seafood City during the Relevant Time Period.

52. Excluded from the Settlement Class are: (1) the Court and members of their families; (2) persons who properly execute and file a timely request for exclusion from the Settlement Class and the legal representatives, heirs, successors or any assigns of any such excluded persons; and (3) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released. The Defendant shall provide a sworn affidavit or declaration to Class Counsel within seven (7) calendar days of execution of this Settlement Agreement attesting to the number of Class Members and confirming that to the best of its knowledge, it is in compliance with BIPA regarding the retention and destruction of any previously collected Class Member biometric data.

C. SETTLEMENT APPROVAL REQUIREMENTS

53. The Settlement is conditioned upon Preliminary Approval and Final Approval of the Settlement Agreement by the Court.

54. The Settlement Agreement requires the occurrence of all of the following events: (a) execution of the Settlement Agreement by the Parties; (b) submission of the Settlement Agreement by the Parties to the Court for preliminary approval; (c) entry of the Preliminary Approval Order by the Court granting preliminary approval of the Settlement Agreement and certification of a class action for purposes of this Settlement only; and, (d) Court approval of the method of distribution and the form and content of the Settlement Notice.

D. MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

55. Within twenty-one (21) calendar days of execution of this Settlement Agreement, Plaintiff, through Class Counsel, will file with the Court an Unopposed Motion for Preliminary Approval of Settlement (“Preliminary Approval Motion”) to be prepared by Plaintiff and agreed upon by the Parties.

56. The Preliminary Approval Motion shall submit this Settlement Agreement, together with its exhibits, to the Court and shall request that the Court enter the Preliminary Approval Order: (a) granting preliminary approval of the Settlement Agreement described herein; (b) conditionally certifying the Class for settlement purposes only; (c) approving the Notice and the proposed plan of settlement administration described herein; and (d) scheduling a tentative date for a Final Approval Hearing approximately 90 days after entry of the Preliminary Approval Order.

57. Should the Court decline to enter the Preliminary Approval Order or otherwise decline to preliminarily approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible and will then submit the renegotiated settlement agreement to the Court for preliminary approval. If and only if the Parties are unable to obtain preliminary approval of a settlement agreement after submitting at

least two renegotiated settlements to the Court (or additional attempts as agreed to by the Parties), the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

E. ESTABLISHMENT AND ALLOCATION OF THE SETTLEMENT FUND

58. Defendant or its insurer agrees to pay amounts to the Settlement Administrator necessary to create the Settlement Fund as follows:

- a. Within fourteen (14) calendar days after the Effective Date, payment shall be made by Defendant or its insurer to the Settlement Administrator the total Settlement Fund in the amount of \$300,000.00. If there are timely and valid objections submitted, payment shall be made by Defendant or its insurer to the Settlement Administrator the total Settlement Fund when the deadline to appeal the Final Approval Order has expired and no timely appeal has been filed. 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 all 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 Action with prejudice.
- b. The Settlement Fund shall be used to pay Court-approved (i) payments to the Settlement Class Members; (ii) a Service Award of up to \$7,500.00 to the Class Representative; (iii) the Fee Award, not to exceed \$112,500.00 for attorneys' fees and \$3,500.00 for costs and expenses; and (iv) the costs of administration of the Agreement to the Settlement Administrator, including without limitations, payment of Administration Fees, not to exceed \$10,000.00.
- c. 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 amount of the Settlement Fund.

59. Each Settlement Class Member, including the Class Representative, shall be entitled to a payment of an equal *pro rata* share of the Settlement Fund after Court-approved Administrative Fees paid to the Settlement Administrator, a Court-approved Fee Award to Class

Counsel, and a Court-approved Service Award to the Class Representative are deducted (the “Settlement Award”). Thus, each Settlement Class Member shall receive the same amount of the Settlement Fund as each other Settlement Class Member.

60. Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise “opt in” to the Settlement Class.

61. The funds provided by or on behalf of Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund and shall be deposited in an FDIC insured interest-bearing account created and controlled by the Settlement Administrator.

62. Within sixty (60) calendar days of issuance of settlement checks, the Settlement Administrator shall provide a list of any settlement checks that are not cashed/negotiated within forty-five (45) calendar days of issuance to counsel for the Parties. The Settlement Administrator shall send reminder postcards and emails (if available) to those who have not yet cashed a check. If there are any uncashed amounts from the Settlement Fund remaining after the 120-day check cashing period, then that remaining amount will be transferred to Legal Aid Chicago, earmarked to support its Work & Employment Rights practice group, as a *cy pres*.

63. In the event that the Settlement Agreement is not finally approved, Defendant shall have no financial responsibility for (i) any fees that have been incurred and are due to be paid from the Settlement Fund to the Settlement Administrator, except as provided in Paragraph 97, or (ii) any attorney’s fees and/or litigation costs Plaintiff or Plaintiff’s Counsel incurred in connection with the Action.

64. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Settlement Class Members required pursuant to any

federal, state, or local tax law or regulation hereunder under the EIN of the escrow account. The Settlement Administrator shall also be responsible for filing and sending Form 1099s to any applicable recipient of a payment from the Settlement Fund to the extent required by law, which such fees, costs and expenses shall be treated as and included in the costs of administering the QSF.

65. Plaintiff and all other Settlement Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

F. PLAN OF SETTLEMENT ADMINISTRATION

66. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement Agreement.

67. At no time shall any of the Parties or their counsel: (a) discourage any Settlement Class Member from participating in the Settlement; or (b) encourage any Settlement Class Member to object to the Settlement Agreement or opt out of the Settlement Agreement.

68. Within 7 calendar days following entry of the Order Preliminarily Approving this Settlement, Defendant shall provide Class Counsel and the Settlement Administrator with data relative to all Class Members in the Settlement Class as defined in Paragraph 51 of this Agreement containing their names, last known addresses, last known e-mail addresses (if any), and beginning and end dates of work (“the Class List”) within 14 calendar days following entry of an Order Preliminarily Approving this Settlement. Defendant shall also provide the Settlement Administrator only with Class Member social security numbers, which shall be maintained as confidential.

69. Upon receipt of the Class List from Defendant and prior to the deadline for sending the Notice (see Paragraph 70), the Settlement Administrator shall update Class Members' addresses using the U.S.P.S. database of verifiable mailing addresses and the National Change-of-Address database.

70. Within seven (7) calendar days after the Settlement Administrator receives all data for the Class List as provided in Paragraph 68, the Settlement Administrator shall send the Notice to the Settlement Class Members *via* First-Class U.S. Mail, postage prepaid, to the mailing addresses in the Class List or as otherwise updated in accordance with Paragraph 69, and where possible, to the e-mail addresses in the Class List. If any such mailing is returned as undeliverable with an indication of a more current address, the Settlement Administrator will mail the Notice to the new address within five (5) calendar days of the Notice being returned. If any such mailing is returned as undeliverable without any indication of a more current address, the Settlement Administrator will perform a reverse look up to find an updated address, and if one is so identified, will mail the Notice to the new address within five (5) calendar days of the Notice being returned. For any Notice sent to members of the Settlement Class that are returned as undeliverable, the Settlement Class Member will have the longer of the remaining period or 14 calendar days from the date of re-mailing to seek exclusion or object.

71. The Settlement Administrator will provide Counsel for the Parties with bi-weekly reports regarding the status of administration of this Settlement. Defendant's Counsel and Class Counsel have the right to make inquiries and receive any information from the Settlement Administrator as is necessary to the administration of the Settlement.

72. The Notice, which shall be substantially in the form of **Exhibit A** 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: (i) protect their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) 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.

73. **Exclusions.**

- a. Settlement Class Members shall receive their *pro rata* share of the Settlement Fund without having to submit a claim form or otherwise “opt in” to the Settlement Class.
- b. Settlement Class Members who do not want to participate in the Settlement will have up to and including sixty (60) calendar days following the initial mailing of the Notice to exclude themselves from the Settlement.
- c. In order to exercise the right to be excluded, a Settlement Class Member must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Notice, or that is not postmarked on or before the Objection/Exclusion Deadline, shall be invalid, and the person serving such a request shall be considered a member of the Settlement Class and shall be bound by the Settlement Agreement (including the releases herein), if approved.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be permitted.
- e. No person shall have any claim against Defendant, Defendant’s Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on any claim that a request for exclusion was not received in a timely manner.
- f. Any Settlement Class Member who elects to be excluded shall not: (i) be bound by any order or the Final Judgment; (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 Settlement Class Member who requests to be excluded from

the Settlement Class cannot also object to the Settlement Agreement.

- g. If the Settlement Agreement receives final Court approval, all Settlement Class Members who have not opted out by submitting a valid objection or request for exclusion by the Objection/Exclusion Deadline (or as otherwise provided for in Paragraph 70) will be bound by the Settlement Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged in the Action.

74. **Objections.**

- a. Settlement Class Members who wish to object to the Settlement will have up to and including sixty (60) calendar days following the initial mailing of the Notice to object to the Settlement;
- b. Settlement Class Members may object to the Settlement Agreement by following the instructions on the Notice. To object to the Settlement Agreement or any terms of it, the person making the objection must be a member of the Settlement Class, must not have requested to be excluded from the Settlement, and must file a timely written statement of objection with the Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator, Class Counsel, and Defendant' Counsel no later than the Objection/Exclusion Deadline (or as otherwise provided for in Paragraph 70).
- c. The notice of objection must state the case name and number; the date range during which the Settlement Class Member worked for Defendant; the basis for and an explanation of the objection, with factual and legal support for the stated objection, including any supporting materials; the name, address, telephone number, and email address of the Settlement Class Member making the objection; the identification of any other objections the Settlement Class Member has filed, or has had filed on his or her behalf, in any other class action cases in the last five years; a statement of whether he or she is represented by counsel and, if so, a list of all objections filed by that counsel; and a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel. If a Settlement Class Member hires an attorney in connection with making an objection, the Settlement Class Member must provide the name, address, and telephone number of his or her attorney, and that attorney must also file with the Court a notice of appearance by the Objection/Exclusion Deadline. In addition, any objection must be personally signed by the Settlement Class Member. Any objection that does not meet the requirements of this paragraph shall be invalid and shall not be considered by the Court, unless otherwise ordered by the Court.

- d. If any objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
- e. Settlement Class Members who fail to serve timely and proper written objections shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. The Parties may file a response to any objections no later than seven (7) calendar days before the Final Approval Hearing.

75. Within three (3) business days after the Objection/Exclusion Deadline (and the expiration of any deadline as otherwise set forth in Paragraph 70, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class and all objections to the Settlement.

76. Defendant retains the option to unilaterally void the Settlement if opt outs exceed 15% of the Class.

G. MOTION FOR FINAL APPROVAL OF SETTLEMENT AND FEE PETITION

77. No later than seven (7) calendar days before the Final Approval Hearing, or by some other date as directed by the Court, Plaintiff will file, with the approval of Defendant, an unopposed motion for final approval of the Settlement Agreement, and Class Counsel will file an unopposed Fee Petition seeking approval of the award of attorneys' fees and litigation costs relating to their representation of the Settlement Class in the amount agreed by the Parties as provided herein.

78. Class Counsel's Fee Petition shall seek: (a) an award of attorneys' fees not to exceed 37.5% of the Settlement Fund, or \$112,500.00, based on the estimated size of the Class, plus reasonable litigation costs not to exceed \$3,500.00 relating to their representation of Plaintiff

and the Settlement Class Members; (b) an award for Administrative Fees in an amount to be determined, but estimated not to exceed \$10,000.00; and (c) a Service Award to the Plaintiff, not to exceed \$7,500, as payment for his efforts on behalf of the Class, including assisting Class Counsel with the prosecution of the Action. Defendant will not oppose Class Counsel's application so long as it is consistent with the provisions of this Settlement Agreement. The amounts approved by the Court will be deducted from the Settlement Fund, and the remaining amount shall be distributed to the Settlement Class in accordance with this Settlement Agreement.

79. At the Final Approval Hearing, the Parties will ask the Court to, among other things, enter a Final Approval Order and Final Judgment that:

- a. grants final approval of the Settlement Agreement as fair, reasonable and adequate, entered into in good faith and without collusion, and to be binding resolution of all claims as set forth in this Agreement by Plaintiff and Settlement Class Members who have not timely opted out;
- b. grants final certification of the Settlement Class pursuant to 735 ILCS § 5/2-801 for settlement purposes;
- c. dismisses the Action with prejudice and permanently bars and enjoins all Settlement Class Members who have not timely opted out from filing or prosecuting against the Released Parties an individual or class claims released herein; however, the Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Settlement Agreement, to the extent permitted by law, and
- d. approves the amounts allocated for the Fee Award, the Administrative Fees, and the Service Award to Plaintiff.

80. At the Final Approval hearing, the Parties will ask the Court to consider any properly-submitted objections.

81. Only counsel for the Parties and Settlement Class Members, or their counsel, who have filed timely objections to the Settlement may participate in the Final Approval Hearing.

82. If the Court enters an Order denying Final Approval, or if the Court does not

approve any material condition of this Settlement Agreement that effects a fundamental change to the terms of the Settlement hereunder, the Parties will meet and confer regarding whether the parties will jointly (i) seek reconsideration or appellate review of the relevant Order; (ii) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement; or (iii) do neither. If any reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement is not approved, the Action will proceed as if the parties had never reached a settlement or sought the Court's approval, and the Parties will return to the status quo, subject to the provisions in Paragraph 97. The entire Settlement Agreement will be voidable and unenforceable at the election of either Party. In the event either Party elects to deem the Settlement Agreement void and unenforceable, the Parties will return to the *status quo ante*, as provided in Paragraph 97.

83. Notwithstanding any contrary provision of this Settlement 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 so long as the award made by the Court with respect to Class Counsel's attorneys' fees plus litigation expenses, or any proceedings incident thereto, including any appeal thereof, does not exceed 37.5% of the Settlement Fund plus expenses, it shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

H. SETTLEMENT PAYMENTS

84. Within twenty-one (21) calendar days after the Effective Date, the Settlement Administrator shall disburse the QSF as follows:

- a. Payments to Class Members. The Settlement Administrator shall send a check by First Class U.S. Mail to each Class Member, including the Plaintiff, who did not submit a timely and valid exclusion request equal to each Settlement Class Member's *pro rata* share of the Settlement Fund, less Administrative Fees paid to the Settlement Administrator, the Service Award to the Class Representative, and the Fee Award to Class Counsel.

This payment is not subject to any withholdings, and the Settlement Administrator shall issue Class Members an IRS Form 1099 (marked "Other Income") to the extent required by law. Class Members acknowledge that to the extent required by law, the Settlement Administrator must report to the IRS (as well as state and local taxing authorities where applicable) the payment made to them under this Settlement Agreement and that it is each Class Member's individual responsibility to make tax payments on these amounts, if applicable.

- b. Payment of the Service Award to Plaintiff. The Service Award of \$7,500, if approved by the Court, shall be paid in the form of one check made payable to Plaintiff. This payment is not subject to any withholdings, and the Settlement Administrator shall issue Plaintiff an IRS Form 1099 (marked "Other Income"). The Plaintiff acknowledges the Settlement Administrator must report to the IRS (as well as state and local taxing authorities where applicable) the payment made to her under this provision.

85. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall pay Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.

86. The payment of the Fee Award to Class Counsel shall constitute full and final satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs, or litigation expenses in the Action incurred by any attorney on behalf of Plaintiff and the Settlement Class Members, and shall relieve Defendant, the Settlement Administrator, and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Plaintiff and the Settlement Class Members. As an inducement to Defendant to enter into this Agreement, and as a material condition thereof, Plaintiff and Class Counsel hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees or costs arising from or relating to the individuals and matters

identified in this Agreement. As further inducement to Defendant to enter into this Agreement, and as a material condition thereof, Plaintiff and Class Counsel warrant, represent, and covenant that they will not (nor any of their representatives or agents) file any claims for attorneys' fees or costs arising from this matter. Plaintiff and Class Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with this matter, and that terms of this Agreement shall fully satisfy any and all claims by any attorney arising out of or by virtue of or in connection with this matter.

87. Checks to the Settlement Class Members shall remain valid and negotiable for 120 days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period ("120-Day Check Cashing Period"). The Settlement Administrator will include language on all settlement checks stating that such checks are void 120 days following the date such check was originally issued.

88. The Settlement Administrator will provide Counsel for Defendant and Class Counsel with bi-weekly reports regarding the status of administration of this Settlement Agreement, including, without limitation, the portion of the Settlement Fund that has not been cashed within the 120-Day Check Cashing Period.

89. Within sixty (60) days of issuance of settlement checks, the Settlement Administrator shall provide a list of any settlement checks that are not cashed/negotiated within forty-five (45) days of issuance to Counsel for the Parties. Within five (5) calendar days thereafter, the Settlement Administrator shall attempt to confirm or obtain valid mailing addresses and send a reminder post-card and e-mail (if available) to affected Class Members.

90. The Settlement Administrator will distribute any uncashed amounts from the Settlement Fund to Legal Aid Chicago, earmarked to support its Work & Employment Rights

practice group as a *cy pres* within ten (10) business days of the expiration of the 120-Day Check Cashing Period.

91. Any Class Member whose settlement check is not cashed by the end of the expiration period will be deemed to have waived irrevocably any right or claim to his or her payment from the Settlement, but the Settlement Agreement will nonetheless be binding upon the Class Member, including the release of the Released Claims.

92. The Settlement Award and Service Award shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., 401(k) plans, retirement plans, etc.) of the Named Plaintiff and Settlement Class Members. The Parties agree that any settlement payment or Service Award paid to the Named Plaintiff or Settlement Class Members under the terms of this Settlement Agreement do not represent any modification of their previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Settlement Award and Service Award paid to former employees hereunder shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

I. PROSPECTIVE RELIEF

93. Defendant confirms that to the best of its knowledge, it is in compliance with BIPA regarding the retention and destruction of any previously collected Class Member biometric data.

J. RELEASES

94. In addition to the effect of the Final Judgment entered in accordance with this Settlement Agreement, upon the Effective Date, and for other valuable consideration as described

herein, the Released Parties shall be fully, finally, and completely released, relinquished, acquitted, and forever discharged from any and all Released Claims.

95. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against the Released Parties. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.

96. The Settlement Agreement is contingent upon the Court entering a Final Approval Order that prohibits any Settlement Class Member who does not opt out from bringing any claim released pursuant to this Agreement.

K. TERMINATION OF THE SETTLEMENT

97. Any Party may elect to terminate and cancel this Settlement Agreement within ten (10) calendar 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 Settlement Agreement in any material respect;
- c. The Court refuses to grant Final Approval of this Settlement Agreement in any material respect;
- d. The Court refuses to enter a Final Judgment in this Action in any material respect; or
- e. Any other ground for termination provided for elsewhere in this Agreement.

98. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, 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 Action. In the event of a termination as provided in Paragraph 96(a-e) hereof, the Party electing to terminate the Settlement Agreement shall be responsible for any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund to the Settlement Administrator. If this Settlement Agreement is not approved or does not become final for any other reason, Plaintiff and Defendant shall be equally responsible for any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid from the Settlement Fund to the Settlement Administrator

L. MISCELLANEOUS REPRESENTATIONS

99. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation for any given Settlement Class Member related to the Released Claims.

100. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the terms and conditions of this Settlement 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 Agreement.

101. 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 other Releasors, and each or any of them, on the one hand, against the Released Parties,

on the other hand.

102. The Parties have relied upon the advice and representation of counsel, selected by them, 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 the same.

103. Paragraph titles and headings are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

104. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

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

106. This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

107. The Parties agree that **Exhibit A** to this Settlement Agreement is a material and integral part thereof and is fully incorporated herein by this reference.

108. 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 Settlement Agreement.

109. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any claims, causes of actions, demands, rights, and liabilities of every nature and description released under this Settlement Agreement.

110. Each Party represents that it has obtained the requisite authority to enter this Settlement Agreement in a manner that binds such Party to its terms.

111. Defendant denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Action.

112. Except in accordance with Paragraph 112, 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, the Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not (a) constitute, be construed, be offered, or received into evidence as an admission of any kind, including but not limited to any negligent, reckless or illegal action or omission or other wrongdoing, the appropriateness of class certification, the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault,

violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

113. 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 (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversarial hearing upon application of a Party hereto, (c) in order to establish payment hereunder, or an affirmative defense of preclusion or bar in a subsequent case, (d) in connection with any motion to enjoin, stay, or dismiss any other action, or (e) to obtain Court approval and/or the enforcement of the Settlement Agreement.

114. This Settlement Agreement may be executed in one or more counterparts by facsimile or other electronic means, including DocuSign and/or portable document format (PDF), and 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 Settlement Agreement all exchange signed counterparts.

115. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Court shall retain jurisdiction over the interpretation, implementation, and enforcement of this Settlement Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Settlement Agreement and of the settlement contemplated thereby. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Settlement Agreement, if they cannot be resolved by the Parties in the first instance, shall be presented by motion to the Court. The Parties

agree that the Court shall retain jurisdiction for enforcement of the Settlement Agreement.

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

117. This Settlement Agreement is deemed to have been prepared by counsel for the Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement and its exhibits, it shall not be construed more strictly against one Party than another.

118. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

To Class Counsel:

Ryan F. Stephan
James B. Zouras
Danielle M. Sweet
Stephan Zouras, LLC
222 West Adams Street, Suite 2020
Chicago, Illinois 60606
rstephan@stephanzouras.com
jzouras@stephanzouras.com
dsweet@stephanzouras.com

To Defendant's Counsel:

Steve A. Miller
Scott C. Fanning
Fisher & Phillips LLP
10 S. Wacker Drive, Suite 3450
Chicago, Illinois 60606
smiller@fisherphillips.com
sfanning@fisherphillips.com

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

120. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any other term or provision of this Agreement is found to be inconsistent with any law, statute, or regulation, or is invalid or unenforceable for any reason (except for the Release set forth in Paragraph 42), the remainder of this Agreement shall not thereby be affected and shall be given full effect without regard to the invalid provisions; and such term or provision shall be deemed curtailed, limited or reduced to the extent necessary to achieve consistency, validity, or enforceability, as the case may be, but such term or provision, in its curtailed, limited, or reduced form, shall then be enforceable to the maximum extent permitted by applicable law.

121. All of the above recitals are included as part and parcel of this Agreement as if fully set forth herein.

122. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, but this Agreement is not designated to and does not create any third-party beneficiaries other than third parties that are identified as Releasees.

123. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated therein. The Court shall not have jurisdiction to modify the terms of the Agreement (except as provided in Paragraph 119) or to increase Defendant's payment obligations thereunder.

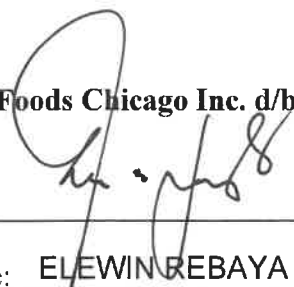
IN WITNESS WHEREOF, the undersigned duly executed this Settlement Agreement as of the date indicated below:

Franz Vergara

DocuSigned by:
FRANZ VERGARA
By: _____
Franz Vergara, Plaintiff

Date: 1/7/2026

SFC Foods Chicago Inc. d/b/a Seafood City Supermarkets


By: _____
Name: ELEWIN REBAYA

Title: CHIEF OPERATING OFFICER

Date: 1/28/2026

