

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and between Plaintiffs Quentin Parsons (“Parsons”) and Charles Milhouse (“Milhouse”), on behalf of themselves and the Settlement Class (“Plaintiffs”), and Defendant Personnel Staffing Group, LLC dba MVP Staffing (“PSG” or “Defendant”) in the case of *Parsons, et al. v. Personnel Staffing Group, LLC*, , Case No. 20 CH 473, currently pending in the Circuit Court of Cook County, Illinois (the “Action”). Plaintiffs and Defendant are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On January 14, 2020, Parsons filed a Class Action Complaint (“Complaint”) against Defendant in the Circuit Court of Cook County, Illinois alleging violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* Plaintiffs sought leave to amend on October 26, 2021, and filed the operative Amended Complaint that same day, adding Milhouse as a Class Representative.

2. In March 2020, Defendant moved to stay proceedings pending *McDonald v. Symphony Bronzeville Park, LLC*, while the Illinois Appellate Court considered whether the Illinois Workers’ Compensation Act preempts Plaintiffs’ BIPA claims. The Court granted Defendant’s motion on August 7, 2020, and extended the stay on April 1, 2021, pending the Illinois Supreme Court’s opinion in *McDonald*.

3. Counsel for the Parties informally exchanged information and engaged in settlement negotiations throughout the summer of 2021. On October 13, 2021, the Parties participated in a full-day mediation with Hon. Stuart Palmer (Ret.). While the matter did not settle at mediation, the Parties continued to negotiate and ultimately reached an agreement which was memorialized in a Memorandum of Understanding (“MOU”) on October 22, 2021.

4. Following arms-length negotiations, the Parties have negotiated a settlement in which the Parties agree to resolve all claims that relate to or arise out of Defendant’s use of biometric timekeeping systems and that relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, or any other similar state, local, or federal law, regulation, ordinance, or common law. Defendant represents that, to the best of its knowledge, there are 4,810 members of the Settlement Class, and Defendant understands and agrees that this representation is a material term of this Settlement Agreement. If the class size increases, the total Settlement Fund will be adjusted up on a *pro rata* basis.

5. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

6. Defendant denies and continues to deny all allegations of wrongdoing or liability in the Action. Despite the Defendant’s belief that it is not liable for and has meritorious defenses to the claims alleged in the Action, Defendant and its insurers desire to settle the Action and thus

FILED DATE: 11/23/2021 12:32 PM 2020CH00473

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 resolved in this Settlement Agreement. Neither this Settlement Agreement, nor any settlement 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.

7. Following arms-length negotiations, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and 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 below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs 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) the Plaintiffs' and Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

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

9. 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 Releasors release the Released Parties of the Released Claims, without costs as to Defendant, the Released Parties, Plaintiffs, 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

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

10. "Action" shall mean the class action lawsuit pending in the Circuit Court of Cook County, Illinois captioned *Parsons, et. al v. Personnel Staffing Group, LLC dba MVP Staffing*, Case No. 2020 CH 473.

11. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, 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 Administrative Expenses exceed \$50,000.00.

12. “Biometric System(s)” shall mean any devices, software, or equipment capable of capturing information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.*, or any other similar state, local, or federal law, regulation, ordinance, or common law, including but not limited to alleged biometric time clocks used by Defendant’s workers at Defendant’s facilities between January 14, 2015 and January 4, 2016.

13. “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 and includes, but is not limited to, Plaintiffs.

14. “Class Counsel” or “Plaintiffs’ Counsel” shall mean Stephan Zouras, LLP.

15. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

16. “Court” shall mean the Circuit Court of Cook County, Illinois and the Honorable Raymond T. Mitchell or any judge sitting in his stead.

17. “Defendant” shall mean Personnel Staffing Group, LLC dba MVP Staffing.

18. “Defendant’s Counsel” shall mean Much Shelist, P.C.

19. “Effective Date” shall mean the date when the Settlement Agreement becomes Final. If there are no objectors, the Effective Date shall mean when the Court grants Final Approval.

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

21. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

22. “Final” means the Final Approval Order has been entered on the docket, and if a timely objection has been submitted (a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving the Settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

23. “Final Approval Hearing” means the hearing before the Court where the Plaintiffs will request a Final Order to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representatives.

24. “Final Approval Order” or “Final Approval” shall mean an order entered by the Court that:

- a. Certifies the Settlement Class pursuant to 735 ILCS § 5/2-801;
- b. 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;
- c. Dismisses the Plaintiffs’ and Class Members’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
- d. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
- e. Enters a Final Order pursuant to 735 ILCS 5/2-1301 with respect to the foregoing.

25. “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit A and is consistent with the requirements of due process.

26. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date 45 days after the entry of the Preliminary Approval Order, or such other date as ordered by the Court.

27. “Parties” shall mean Plaintiffs and Defendant, collectively.

28. “Plaintiffs” or “Class Representatives” shall mean the named Class Representatives, Quentin Parsons and Charles Milhouse.

29. “Preliminary Approval Order” or “Preliminary Approval” 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.

30. “Released Claims” shall mean any and all claims, suits, actions, controversies, demands, and/or causes of action, whether known or unknown, arising out of the Class Action Complaint, including but not limited to allegations that Defendant improperly collected, captured, received, obtained, maintained, stored, used, and/or disclosed individuals’ biometric identifiers and information, including but not limited to claims arising under the Illinois Biometric Information Privacy Act (“BIPA”).

31. “Released Parties” shall refer, jointly and severally, and individually and collectively, to Personnel Staffing Group, LLC and its current and former owners, parent companies, subsidiaries, divisions, insurers, reinsurers, officers, directors, owners, members, managers, representatives, attorneys, successors, and predecessors. Excluded from the Released Parties are Defendant’s customers and any other third parties including but not limited to other staffing companies and biometric timekeeping vendors.

32. “Releasers” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

33. “Service Award” shall have the meaning ascribed to it as set forth in Section XIV of this Agreement.

34. “Settlement Administrator” means, subject to Court approval, JND Legal Administration, the entity selected and supervised by Class Counsel to administer the Settlement.

35. “Settlement Fund” means a cash settlement fund to be established by Defendant or its insurers in an amount equal to \$4,689,750.00 based on a gross award of \$975 to each Settlement Class Member. If the class size increases, the total Settlement Fund will be adjusted up on a *pro rata* basis.

III. SETTLEMENT CLASS CERTIFICATION

36. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 38, below; (b) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (c) Plaintiffs’ Counsel shall be appointed as Class Counsel.

37. 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 Agreement, or if for any other reason Final Approval of the Settlement Agreement 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.

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

All individuals working for Defendant Personnel Staffing Group, LLC d/b/a MVP Staffing and staffed at Blommer Chocolate, Enjoy Life, Visual Pak Company, Visual Pak Logistics, and/or Bolke Miller in the State of Illinois who had their biometric identifiers and/or biometric information, including but not limited to hand-scans, handprints, finger-scans and/or fingerprints collected, captured, received, obtained, maintained, stored, or disclosed by Defendant from January 14,

2015 to January 4, 2016 and who do not timely opt-out of the settlement (“Settlement Class”).

Quentin Parsons, as a Plaintiff receiving a Service Award, will be bound by the Settlement Agreement, including but not limited to the release being provided herein, even if he is not otherwise included in the Settlement Class definition.

39. Excluded from the Settlement Class are (1) the Court and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which any Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) the legal representatives, successors or assigns of any such excluded persons; and (6) persons who signed consent forms prior to enrollment in and usage of the subject Biometric Systems.

40. If for any reason the Settlement Agreement is not approved, the Court does not enter a Preliminary Approval Order and/or Final Approval Order, or a Final settlement and resolution of this Action as provided for in this Agreement is not reached, Defendant’s agreement to certification of the Settlement Class shall not be used for any purpose, including but not limited to in any request for class certification in the Action or any other proceeding or as an appropriate and reasonable measure of damages.

IV. SETTLEMENT OF THE ACTION AND CLAIMS AGAINST THE RELEASED PARTIES

41. Final Approval of this Settlement Agreement will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class, the Action and the Released Claims against the Released Parties by the Releasers in the Action.

V. SETTLEMENT FUND

42. Establishment of Settlement Fund.

a. Within twenty-one (21) days of entry of the Preliminary Approval Order and receipt of Settlement Administrator instructions and a Form W-9 for the Settlement Administrator, Defendant or its insurer(s) shall pay to the Settlement Administrator the total sum of \$4,689,750.00 to create a Settlement Fund. 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. If the class size increases, the total Settlement Fund will be adjusted up on a *pro rata* basis.

FILED DATE: 11/23/2021 12:32 PM 2020CH00473

- b. 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 pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured interest-bearing account created and controlled by the Settlement Administrator.
- c. The Settlement Fund shall be used to pay (i) Settlement Class Members' claims; (ii) a Service Award to the Class Representatives (\$7,500.00 each); (iii) the Fee Award; and (iv) Administrative Expenses not to exceed \$50,000.00.
- d. The Settlement Fund represents the total extent of the Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Section and final unless the class size increases. Defendant and the other Released Parties shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund unless the class size increases.

43. The Settlement Fund shall be divided among members of the Settlement Class that do not opt out as follows: \$975.00 per class member, less *pro rata* reductions for Class Counsel's Fee Award, Service Award to the Class Representative, and Administrative Expenses, or approximately \$620.

44. 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.

45. Any uncashed amounts from the Settlement Fund (including checks disbursed to Settlement Class Members that are uncashed for any reason within 180 days of issuance of the check) will be remitted to Chicago Volunteer Legal Services as a *cy pres*.

46. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to 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 1099 to any applicable recipient of money from the Settlement Fund.

47. Plaintiffs and all other 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.

48. **Procedure for Approving Settlement.**

FILED DATE: 11/23/2021 12:32 PM 2020CH00473

- a. Plaintiffs will file an unopposed motion for an order conditionally certifying the Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Notice (the “Unopposed Motion for Preliminary Approval”). Plaintiffs will provide an advanced draft of the Unopposed Motion for Preliminary Approval to the Defendant.
- 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 Agreement; appointing the Class Representatives and Class Counsel; approving the Notice to the Class of the Settlement; 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 Plaintiffs shall be conditionally appointed Class Representatives, and that Plaintiffs’ Counsel shall be conditionally appointed as Class Counsel. 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 (although there shall be no obligation to renegotiate the amount of the Settlement Fund). 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, 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.

49. **Procedure for Administering Settlement.**

- a. Class List.
 - i. Defendant shall create a Class list, based on readily available information already within its possession (“Class List”). The Class List shall include (if known): last known name, address, telephone number, e-mail address, and Social Security number for each Settlement Class member to the extent available. The Settlement Administrator will update the Class List using the U.S. Postal Service’s database of verifiable mailing addresses and the National Change-of-Address database.

ii. Defendant shall provide the Class List to the Settlement Administrator and to Class Counsel within fourteen (14) days after entry of the Preliminary Approval Order, but will only provide Social Security numbers, if available, to the Claims Administrator.

b. Type of Notice Required.

i. 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.

ii. 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 form attached as Exhibit A.

iii. Within ten (10) days of entry of the Preliminary Approval Order, individual notice shall be sent via U.S. Mail and e-mail (substantially in the form of Exhibit A). For all mailings returned as undeliverable, the Settlement Administrator shall perform a reverse look-up to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class.

50. **Allocation.**

a. Within 14 days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Class Member, including the Plaintiffs, equal to each Settlement Class member's *pro rata* share of the Settlement Fund, less Administrative Expenses paid to the Settlement Administrator, the Service Award to the Class Representatives, and the Fee Award to Class Counsel.

b. Within 14 days after the Effective Date, the Settlement Administrator shall send the Service Award to each Class Representative as a check in the amount of \$7,500.00. This amount will be paid to Plaintiffs as 1099 income.

- c. The Settlement Administrator shall notify the Parties that all payments have been made within five business days of the last such payment. The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement.
- d. Checks to the Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time period. Within 75 days of issuance of settlement checks, the Settlement Administrator shall provide a list of any settlement checks that are not cashed/negotiated within 60 days of issuance to Counsel for the Parties. Within 10 days thereafter, the Settlement Administrator shall attempt to confirm or obtain valid mailing addresses, including by telephone, and re-issue settlement checks to affected Class Members. Additionally, at the conclusion of the 180-day period, the Settlement Administrator shall provide a list of any settlement checks that are not then cashed/negotiated to Counsel for the Parties. Within 10 days of the expiration of the 180-day period, the Settlement Administrator shall transfer such uncashed funds to Chicago Volunteer Legal Services as a *cy pres*.
- e. The Settlement Administrator will include language on all settlement checks stating that such checks are void 180 days following the date such check was originally issued. The Settlement Administrator will provide Counsel for the Parties with 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 180 days following the date such check was originally issued.

VI. PROSPECTIVE RELIEF

51. In lieu of injunctive relief, Defendant shall provide a declaration to Class Counsel that as of January 5, 2016, it did not collect any employees' biometric information. Defendant shall also provide Class Counsel with a declaration that on January 4, 2016, it entered into an Asset Purchase Agreement with Elite Personnel, Inc., which included any biometric clocks.

VII. RELEASE

52. In addition to the effect of the 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, relinquished, acquitted, and forever discharged from any and all Released Claims. As of the Effective Date, and with the approval of the Court, all Releasers 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 Releasers will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.

53. In addition, Plaintiffs, each solely in his individual capacity, releases the Released Parties from any and all claims, demands, liens (both general and charging), agreements, contracts, requests for injunctive relief, covenants, promises, suits, any and all manner of action or actions, causes of action, obligations, controversies, debts, costs, sanctions, expenses, attorneys' fees, expert fees, litigation costs, damages including, but not limited to, physical and emotional distress, statutory damages, remedial benefits, expenses for treatment Plaintiffs may have received, or may receive in the future, treble damages, punitive damages, special and consequential damages, judgments, penalties, fines, insurance and reinsurance coverage, and liabilities of whatever kind, amount, or nature in law, equity, or otherwise, whether now known or unknown, suspected or unsuspected, fixed or contingent, and whether or not concealed or hidden, which have existed or may have existed, or which do exist or hereafter can, shall, or may exist, which relate in any way to the Released Parties.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

54. This Settlement Agreement shall be subject to approval of the Court. As set forth in this Agreement, Defendant shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement, which include, but are not limited to, the scope of the release and amounts under the Agreement.

55. Plaintiffs, through Class Counsel, shall submit this Agreement, together with its Exhibit, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with the Notice provisions in Paragraph 48 and elsewhere in this Agreement.

56. 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 90 days after entry of the Preliminary Approval Order and approve the Settlement as set forth herein.

57. At least seven days prior to the Final Approval Hearing, Plaintiffs, through Class Counsel, will move for: (a) Final Approval of the Settlement Agreement; (b) Final appointment of the Class Representative and Class Counsel; and (c) 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.

IX. EXCLUSIONS

58. Exclusion Period.

- a. Settlement Class Members will have up to and including 45 days following the date Notice is distributed to exclude themselves from the Settlement in accordance with this Section. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not opted

out by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged in the Action and those released herein.

59. Exclusion Process.

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked 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 his/her name, address, and telephone number; the name and number of this case; 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 Notice, or that is not 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 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 member of the Settlement Class who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.
- 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 business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

60. 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.

X. OBJECTIONS

61. The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (a) file copies of such papers they proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) send copies of such papers via US Mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.

62. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) their full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which they were employed by Defendant; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, and telephone number of his/her 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 seek to call to testify at the Final Approval Hearing and all exhibits they intend to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

63. 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 Settlement Agreement, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

XI. FINAL APPROVAL HEARING

64. The Parties will jointly request that the Court hold a Final Approval Hearing approximately 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, (a) consider any properly-filed objections; (b) determine whether the Settlement Agreement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (c) enter the Final Approval Order, including Final Approval of the Settlement Class and the Settlement Agreement, and the Fee Award and Service Award.

XII. FINAL APPROVAL ORDER

65. The Parties shall jointly seek entry of the 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 entry of Final judgment, a dismissal of the Action with prejudice, and waiver of any rights of appeal.

66. The Parties shall jointly submit to the Court the 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 the Defendant in the Action, without costs and fees except as explicitly provided for in this Agreement; and
- c. Enters a Final Order pursuant to 735 ILCS 5/2-1301.

XIII. TERMINATION OF THE SETTLEMENT

67. The Settlement is conditioned upon Preliminary Approval and Final Approval of the 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, any Party may elect to terminate and cancel this Settlement Agreement within 10 business 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 even after the renegotiation process described in Paragraph 47(c) of this Agreement;
- c. The Court refuses to grant Final Approval of this Agreement in any material respect; or
- d. The Court refuses to enter a Final judgment in this Action in any material respect.

68. 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.

XIV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARD

69. No later than seven days prior to the date of the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed 35% of the Settlement Fund, or \$1,641,412.50, based on the estimated size of the Class, plus reasonable costs and expenses, not to exceed \$7,000.00.

70. Notwithstanding any contrary provision of this Agreement, and subject to Paragraph 63 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.

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

72. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for each of the Class Representatives in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within 14 days of the Effective Date.

73. In no event will Defendant's liability for payments to Class Members, attorneys' fees, expenses, and costs, including the Fee Award, Administrative Expenses, and/or a Service Award exceed the funding obligations set out in this Agreement unless the class size increases. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund unless the class size increases. Defendant shall have no further responsibility, obligation, or liability 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 fees and expenses among Class Counsel. The Settlement Administrator shall handle all tax reporting with respect to the payments made pursuant to the Settlement and shall report the payments in accordance with applicable law.

XV. MISCELLANEOUS REPRESENTATIONS

74. 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.

75. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree to cooperate in good faith 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 Agreement.

76. 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 Plaintiffs and the Settlement Class and other Releasers, and each or any of them, on the one hand, against the Released Parties, on the other hand.

77. 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.

78. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

79. 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.

80. 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.

81. This 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.

82. 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.

83. 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.

84. Except as otherwise provided herein, each Party shall bear its own costs.

85. Plaintiffs and the Settlement Class represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

86. 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.

87. 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 Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with Paragraph 89 of this Agreement, (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.

88. The Parties also agree that this Settlement Agreement and its exhibit, 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.

89. Except in accordance with Paragraph 90 of this Agreement, 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 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 Approval Order.

90. 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) in order to establish payment, or an affirmative defense of preclusion or bar, or otherwise support any defense, in a subsequent case, (c) in connection with any motion to enjoin, stay, or dispose of any other action, or (d) to obtain Court approval of the Settlement Agreement.

91. 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.

92. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

93. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

94. This 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 Agreement and its exhibits, it shall not be construed more strictly against one Party than another.

95. 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:

Ryan F. Stephan
Haley R. Jenkins
Stephan Zouras, LLP
100 N. Riverside Plaza
Suite 2150
Chicago, Illinois 60606
312.233.1550
312.233.1560 f
rstephan@stephanzouras.com
hjenkins@stephanzouras.com

If to the Defendant’s Counsel:

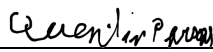
Jason Rosenthal
Laura Elkayam
Much Shelist, P.C.
191 N. Wacker Drive
Suite 1800
Chicago, Illinois 60606
312.521.2000
jrosenthal@muchlaw.com
lelkayam@muchlaw.com

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

FILED DATE: 11/23/2021 12:32 PM 2020CH00473

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

QUENTIN PARSONS, on behalf of himself and the Settlement Class

DocuSigned by:

BCD876BC1E9C488...
Quentin Parsons, Plaintiff

Date: 11/19/2021

CHARLES MILHOUSE, on behalf of himself and the Settlement Class

Charles Milhouse, Plaintiff

Date:

CLASS COUNSEL

Date:
Ryan F. Stephan
Haley R. Jenkins
STEPHAN ZOURAS, LLP
100 N. Riverside Plaza Suite 2150
Chicago, Illinois 60606
312.233.1550
312.233.1560 fax
rstpehan@stephanzouras.com
hjenkins@stephanzouras.com

PERSONNEL STAFFING GROUP, LLC

Signature Name

Position

Date:

DEFENDANT'S COUNSEL

Date:
Jason Rosenthal
Laura Elkayam
Much Shelist, P.C.
191 N. Wacker Drive
Suite 1800
Chicago, Illinois 60606
312.521.2000
jrosenthal@muchlaw.com
lelkayam@muchlaw.com

FILED DATE: 11/23/2021 12:32 PM 2020CH00473

