

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs Charles Devose and Arthur Brown (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Ron’s Temporary Help Services, Inc., d/b/a Ron’s Staffing Services, Inc. (“Defendant” or “Ron’s Staffing”) in the case of *Devose v. Ron’s Staffing Services, Inc.*, Case No. 2019 L 1022 currently pending in the Circuit Court of Will County, Illinois. 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 December 13, 2019, Charles Devose filed a class action complaint against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”) in the Circuit Court of Will County, Illinois (the “Underlying Action”).

2. Defendant also filed a Motion to Stay Proceedings pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 1-19-2398 (1st. Dist.) regarding the applicable statute of limitations. The Court granted the motion to stay. Thereafter, on October 20, 2020, Plaintiffs filed a Motion to Lift the Stay which, by agreement, the Court granted. Thereafter, on March 15, 2021, the Parties agreed to continue the stay pending the appeal in *McDonald v. Symphony Bronzeville Park, LLC.*, No. 126511 (Illinois Supreme Court). The Parties subsequently agreed to discuss settlement and engage in mediation.

3. The Parties have exchanged information relevant to the putative class, including an estimate of the number of potential members of the Settlement Class (as defined herein) and information about the alleged Timeclock System at issue.

4. The Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel 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 the Settlement Class recognizing (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the 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.

5. Defendant denies and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or members of the Settlement Class presently have asserted in the Underlying Action or may in the future assert. Despite Defendant’s belief that it is not liable for, and has good defenses to, the claims alleged in the Underlying Action including as to class certification, liability and damages, Defendant desires to settle the Underlying Action, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or

proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

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

7. In consideration of the covenants, agreements, and releases set forth here, 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 Underlying Action be settled and compromised, and that the Releasers release the Releasees of the Released Claims, without costs as to Defendants, Defendant's Counsel, Releasees, 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:

8. "Action" or "Underlying Action" shall mean the lawsuit *Devose v. Ron's Staffing Services, Inc*, Case No. 2019 L 1022, currently pending in the Circuit Court of Will County, Illinois. It is agreed that the Plaintiffs shall amend the current complaint to add Arthur Brown as a Class Representative.

9. "Administrative Expenses" shall mean reasonable expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with Settlement Class Members, receiving and processing claim forms, disbursing payments to the proposed Settlement Class Members, and other such related expenses.

10. "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a settlement payment as set forth in this Agreement.

11. "Consent Form" shall mean a signed acknowledgment of receipt of written information containing an explanation of the Timeclock System.

12. "Timeclock System" shall mean the technology used by Defendant at any time from December 3, 2014 and November 1, 2019 that scanned a portion of Plaintiffs' and the other Settlement Class Members' finger(s).

13. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean all individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant at any time from December 3, 2014 through November 1, 2019 (this includes, without limitation, Plaintiffs). The Class includes approximately 17,469 members and Class Members are identified (by unique identifier) on the Class List attached hereto as Exhibit D. To the extent that this Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

14. “Class Counsel” shall mean Douglas Werman from Werman Salas, P.C. and David Fish and Mara Baltabols from Fish Potter Bolaños, P.C., or any other attorneys from these law firms.

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

16. “Court” shall mean the Circuit Court of Will County, Illinois and the Honorable Judge John C. Anderson or any other judge sitting in his stead or assigned to hear the case.

17. “Defendant” shall mean Ron’s Temporary Help Services, Inc. doing business as Ron’s Staffing Services, Inc.

18. “Defendant’s Counsel” shall mean Much Shelist, P.C. or any other counsel that is an attorney of record for Defendant in the Underlying Action.

19. “Effective Date” means one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (b) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review or leave to appeal, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any petition for leave to appeal with respect to the Final Approval Order.

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

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

22. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a Final Approval Order and judgment to be entered by the Court

approving the Settlement Agreement, approving the Fee Award, and approving the Incentive Award to the Class Representative.

23. “Final Approval Order” 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 and the Notice provided under the Agreement to be fair, reasonable, and adequate, entered into in good faith and without collusion, provided adequate and sufficient notice that was the best practicable notice under the circumstances, satisfies the Due Process Clause of the United States and Illinois Constitutions, satisfies the Illinois Code of Civil Procedure and all other legal requirements, and approves and directs consummation of this Agreement;
  - c. Declares the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending or future lawsuits or other proceedings maintained by or on behalf of Plaintiff and the other members of the Settlement Class and the Releasors and Releasees;
  - d. Dismisses the Plaintiffs’ and Settlement Class Members’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
  - e. Approves the Release provided in Section VI herein and orders that, as of the Effective Date, the Released Claims will be released as to Releasees;
  - f. Reserves jurisdiction over the settlement and this Agreement; and
  - g. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

24. “Gross Fund” or “Settlement Fund” means a cash settlement fund which the Settlement Administrator will establish from funds provided by Defendant’s insurer in the amount of Five Million Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$5,375,000.00), allocated in the following manner: a gross amount of \$307.69 per person for each member of the class of approximately 17,469 individuals. The Gross Fund is the maximum amount that Defendant or its insurer shall be obligated to pay under this settlement, unless the number of Class Members increases by more than 175 individuals, in which case the Gross Fund shall be increased on a pro rata basis, *i.e.*, \$307.69 per person over 17,644.

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



26. The “Net Fund” equals the Gross Fund minus: Class Counsel’s attorney’s fees, litigation costs, settlement administration costs, and service awards to the Class Representatives. Payments will be made from the Net Fund for each Class Member that timely returns a valid claim form (“Class Participants”). The Net Fund will be distributed *pro rata* to the Class Members who timely return a Claim Form.

27. “Notice” and “Claim Form” shall mean the direct notice of this proposed Settlement and claim form for Class Members to submit to receive their *pro rata* portion of the Net Fund, which are to be provided substantially in the manner set forth in this Agreement and Exhibit A and in a manner consistent with the requirements of Due Process.

28. “Notice Date” means the date by which the Notice is disseminated to potential members of the Settlement Class, which shall be a date no later than twenty-eight (28) days after the entry of the Preliminary Approval Order.

29. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately 60 days after the Notice Date, or such other date as ordered by the Court.

30. “Parties” shall mean the Defendant and Plaintiffs, collectively.

31. “Plaintiffs” or “Class Representative” shall mean the named class representatives, Charles Devose and Arthur Brown, and their heirs, successors and assigns.

32. “Preliminary Approval Order” shall mean an order of the Court 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.

33. “Related Actions” shall mean any proceedings, other than the Underlying Action, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff is or who would be a Class Member but does not include cases against any of Defendant’s customers.

34. “Released Claims” shall mean all claims arising out of allegations in the Class Action Complaint in this lawsuit, including, but not limited to, allegations that Defendant improperly collected, captured, received, obtained, maintained, stored, or disclosed the biometric identifiers or biometric information of individuals working for Defendant, including but not limited to claims arising under the Biometric Information Privacy Act, and all other related federal, state, and local laws, including the common law, as well as related claims for liquidated damages, penalties, attorneys’ fees and costs, expenses, and interest.

35. “Releasees” shall refer to Defendant and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors. The

timekeeping vendor(s) used by Defendant are excluded from the release. Released Parties also shall not include Defendant's clients or customers, including any Illinois employers or other entities to may have used Defendant's biometric timeclocks.

36. "Releasers" shall refer, jointly and severally, individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them, but will not include any Settlement Class Member omitted from the Class List who does not receive a payment from the Settlement Fund.

37. "Settlement Administrator" means, subject to Court approval, the entity selected to administer the settlement by Class Counsel. The Settlement Administrator's costs, estimated at \$49,875.00 shall be paid from the Gross Fund. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the settlement.

### **III. SETTLEMENT CLASS CERTIFICATION**

38. For the purposes of the settlement only, subject to approval by the Court, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained herein; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class representative; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.

39. Defendant does not consent to certification of the Class for any purpose other than to effectuate this Settlement Agreement. 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 Underlying Action as if the Agreement had not been entered into. In the event that a Final Approval Order is not entered: (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, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

40. Excluded from the Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

41. If for any reason the Settlement is not granted preliminary and/or final approval, Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including without limitation in any request for class certification in the Underlying Action or any other proceeding.

#### **IV. SETTLEMENT AMOUNT AND ALLOCATION**

##### **42. Establishment of Settlement Fund**

a. Within thirty (30) days after the Court grants preliminary approval of the Settlement, or within thirty (30) days after Defendant receives the information from the Settlement Administrator needed to transfer such funds, whichever is later, Defendant's insurer shall fund \$50,000 for notice and settlement administration to the Settlement Fund established by the Settlement Administrator.

b. Within thirty (30) days of the entry of the Final Approval Order, Defendant's insurer shall pay the total sum of the Gross Settlement Fund to the Settlement Administrator, less the \$50,000 previously paid. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy all payments contemplated by this Agreement in exchange for a release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of all Releasees from Released Claims, and dismissal of the Underlying Action with prejudice.

c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant's insurer, less any Administrative Expenses paid to date, and shall be promptly returned to Defendant's insurer.

d. The Settlement Fund shall be used to pay (i) Approved Claims to the Settlement Class Members; (ii) Incentive Award to the Class Representatives; (ii) the Fee Award; and (iv) Administrative Expenses.

e. Administrative Expenses, the Incentive Award, and any award of attorneys' fees (including the Fee Award) or any other fees, costs, or benefits otherwise awarded in connection with the Settlement Agreement, shall be payable solely out of the Settlement Fund.

f. The Settlement Fund represents the total extent of the Releasees' monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Releasees 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.

g. The funds provided by 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 interest-bearing account.

43. **Procedure for Approving Settlement.**

a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.**

i. After obtaining approval from Defendant, Plaintiff will file an unopposed motion for an order conditionally certifying the Class, giving preliminary approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Unopposed Motion for Preliminary Approval”).

ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the forms of notice to the Class of the Settlement; and setting the Final Approval Hearing.

iii. 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 contained above, that Plaintiffs shall be conditionally appointed class representatives for the Class, and that Plaintiff’s Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any aspect of the Settlement, the Settlement 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.

44. **Claims Process.**

a. Settlement Class Members must submit a valid and timely claim form to participate in the Settlement or to otherwise receive payments from the Settlement Fund.

b. The Notice and Claim Form shall explain that Settlement Class Members must return a Claim Form on or before 90 days from the Notice Date to receive a settlement payment. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the website.

c. The Claim Form will include an option for Class Participants to request electronic payment from the Settlement Administrator in lieu of a physical check. In the event that an electronic payment cannot be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) days to correct the problem. If the problem with electronic payment cannot be corrected within thirty (30) days, the Settlement Administrator shall send payment by check and notify the Class Member of same.

d. Audit rights: Within fourteen (14) days of the claim filing deadline, the Settlement Administrator shall provide counsel for the Parties with a report that contains the information provided in the Claim Forms and its determination whether or not each claim should be approved or denied. Original Claim Forms will also be made available to counsel for the Parties upon request. Within fourteen (14) days of having received the report of proposed approved and denied claims from the Settlement Administrator, Settlement Class Counsel and Defendant's counsel shall meet and confer regarding any issues that either Settlement Class Counsel or Defendant believes need to be raised with the Settlement Administrator regarding the claims. Settlement Class Counsel and Defendant's counsel agree to use their best efforts to resolve any disputes. If necessary, the Parties may request that the Settlement Administrator conduct reasonable follow up with particular Settlement Class Participants in the event of questions regarding the information provided by any Settlement Class Participant or take other reasonable steps as agreed to by the Parties.

e. The Net Fund will be distributed pro rata to Class Members who submit a valid and timely Claim Form. Class Members who do not submit a valid and timely Claim Form will not receive any portion of the Net Fund.

f. The Settlement Administrator shall notify the Parties that Settlement Class Members have been paid within five (5) business days of the last such payment.

g. Payments issued by check will state on the face of the check that it will become null and void unless cashed within 150 days from the date of issuance. In the event that checks sent to Settlement Class Members are not cashed within 150 days from the date of issuance, whether because the checks were not received or otherwise, those checks will become null and void, and such funds shall be returned to the Defendant's insurer except that the first \$10,000 in uncashed checks shall be paid to *cy pres* recipient Prairie State Legal Services, subject to approval by the Court.

h. Settlement Administrator shall be responsible for all tax filings relating to disbursements to the Settlement Class, including if necessary requesting Form W-9's from Settlement Class and any necessary withholdings. Neither Class Counsel nor Defendant makes any representation regarding, or assumes responsibility for, the tax treatment of funds received by the Settlement Class or the Settlement Fund.

**V. NON-MONETARY RELIEF**

45. In lieu of non-monetary relief, Defendant represents that since at least November 1, 2019, Defendant has implemented a practice of obtaining BIPA Consent Forms and has made a BIPA policy publicly available and has maintained a practice of complying with its policy regarding the deletion of data for separated employees.

**VI. RELEASE**

46. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable

consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims.

47. 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 Releasees. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.

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

49. If the Class Representatives are provided with an Incentive Award, then they shall additionally release the Releasees from any and all known, or unknown claims, causes of action, or obligation of any kind.

## **VII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

50. This Settlement shall be subject to approval of the Court. The Parties shall have the right to withdraw from the Settlement if the Court does not approve the Settlement.

51. Plaintiff, through Class Counsel, shall submit this Agreement, together with its Exhibits, to the Court and shall move the Court for preliminary approval of the Settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B, which order shall seek a Final Approval Hearing date and approve the Notices for dissemination.

52. 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 120 days after entry of the Preliminary Approval Order and approve the settlement of the Underlying Action as set forth herein.

53. At least seven (7) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the proposed Final Order and Judgment attached hereto as Exhibit C, and file a memorandum in support of the motion for final approval.

54. Plaintiffs, individually, and Defendant waive their right to appeal entry of Final Approval if the Court enters a Final Order and Judgment substantially in the form attached hereto as Exhibit C, except that Class Counsel retains the right to appeal the award of attorney fees and costs if the Court awards less than requested in accordance with this Settlement Agreement.

## **VIII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS**

### **55. Class List**

a. Within fourteen (14) days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator and Class Counsel an Excel spreadsheet based on readily available information within its possession, including (if known), Class Members' names, addresses, social security numbers, telephone numbers, and email addresses (together, "Class List").

b. If requested by Class Counsel, Defendant will provide a declaration from an employee of Defendant with knowledge of how the Class List was identified and contact information was compiled.

### **56. Type of Notice Required and Notice Timeline**

a. Dissemination of the Notice and Claim Form shall be the responsibility of the Settlement Administrator. The Notice shall be used for the purpose of, prior to the Final Approval Hearing, informing proposed Settlement Class Members that there is a pending settlement and advise them regarding how to: (a) submit the Claim Form to receive their pro rata share of the Net Fund; (b) protect their rights regarding the settlement; (c) request exclusion from the Settlement Class and the proposed settlement, if desired; (d) object to any aspect of the proposed settlement, if desired; and (e) participate in the Final Approving Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all persons who do not timely request exclusion from the Settlement Class.

b. The text of the Notice and Claim Form shall be substantially in the form attached as Exhibit A hereto. Class Members may submit the Claim Form by mail or electronically through the Website. Each Class Member will receive a unique identifier to use to submit the Claim Form electronically, which will direct Class Members to the appropriate Claim Form on the Website.

c. Within twenty-eight (28) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Mail the Notice and Claim Form in the form of Exhibit A to Settlement Class Members identified on the Class List ("Initial Distribution"). If the Notice and Claim Form are returned with a forwarding address, they shall be re-mailed. If the Notice and Claim Form are returned without a forwarding address, the Settlement Administrator will cross-reference the names and addresses with the USPS's National Change of Address Database and re-send per the address (if any) in the USPS database.

d. By the same date of the Initial Distribution, the Settlement Administrator shall establish a settlement website. The website address will be [www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com) ("Website"), or another website address agreed to by the Parties. The Website shall include a brief description of the claims asserted in the Action, the Notice and Claim Form, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorney Fees, Costs, and Settlement Class Representatives' Incentive Award (once available), the Motion for Final Approval (once available), and the

Final Approval Order (once available). The Website shall identify the contact information for Settlement Class Counsel and describe how Settlement Class Members may obtain more information about the Settlement and will include a mechanism to complete and submit an electronic Claim Form.

e. The same date as the Initial Distribution, the Settlement Administrator shall send the following communication to Settlement Class Members by email (if available) and Text Message (if available):

**Email:** the subject line shall state: “Legal Notice: Illinois Ron’s Staffing Finger Scan Lawsuit Settlement.” The body of the email shall state: “Ron’s Staffing has settled a class action lawsuit that claims Ron’s Staffing collected fingerprint scan data from individuals in Illinois without complying with mandated consent or disclosure requirements. While Ron’s Staffing denies the allegations in the lawsuit, the Settlement includes individuals who were employed in Illinois between December 3, 2014 and November 1, 2019 by Ron’s. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: [www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com).”

**Text:** “Legal Notice: Ron’s Staffing has settled a class action lawsuit that claims it collected fingerprint scan data from individuals in Illinois without complying with mandated consent or disclosure requirements. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: [www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com).”

f. Within thirty (30) days after Initial Distribution, the Settlement Administrator shall send the following reminder email and text notice communication to Settlement Class Members who have not returned a Claim Form (assuming those forms of contact information exist for Settlement Class Members):

**Email:** The subject line shall state: “Legal Notice: Illinois Ron’s Staffing Finger Scan Lawsuit Settlement.” The body of the email shall state: “You previously received an email about the settlement of an Illinois class action lawsuit that claims Ron’s Staffing Services, Inc. allegedly collected fingerprint scan data without complying with mandated consent or disclosure requirements. While Ron’s Staffing denies the allegations in the lawsuit, the deadline for you to return a Claim Form and request a settlement payment is [insert deadline]. You can return a Claim Form through the settlement website [www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com). **If you do not fill out a Claim Form by the deadline, you will not get money or other benefits from this settlement.**”

**Text:** “This is a reminder to file your claim. Ron’s Staffing has settled a class action lawsuit that claims it collected fingerprint scan data from individuals in Illinois without complying with mandated consent or disclosure requirements. To review the Notice of Class Action Settlement and submit a Claim Form to receive



a settlement payment, please visit the settlement website:  
[www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com).”

## **IX. EXCLUSIONS**

### **57. Exclusion Period**

a. Settlement Class Members will have up to and including 60 days following the Notice Date to object to or exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Settlement 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 by the Settlement Class regardless of whether they submit a Claim Form.

### **58. 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 approved by the Court and specified in the Notice.

b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, and telephone number; the name and number of this case, a statement that they wish 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 Class 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 in accord with the requirements of this section shall not: (i) be bound by any order or the 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 also cannot object to the Settlement.

d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.

e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class with copies of each such request for exclusion.

f. A list reflecting all individuals who timely and validly excluded themselves from the settlement shall also be filed with the Court at the time of the motion for final approval of the settlement.

## **X. OBJECTIONS**

59. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of their intention to do so and at the same time: (i) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both 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.

60. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, and current telephone number; (ii) the case name and number of this Underlying Action; (iii) the date range during which he/she was employed through a Ron's Staffing facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

61. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

62. The Parties will request that the Court, within its discretion, exercise its right to deem any objection as frivolous and award appropriate costs and fees to the Parties opposing such objection(s).

## **XI. FINAL APPROVAL HEARING**

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

## **XII. FINAL APPROVAL ORDER**

64. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon, substantially in the form attached hereto as Exhibit C. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.

65. The Parties shall jointly submit to the Court a proposed order, substantially in the form attached hereto as Exhibit C, that, without limitation:

- a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;
- b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Underlying Action, without costs and fees except as explicitly provided for in this Agreement; and
- c. Reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including but not limited to the Underlying Action, the Settlement Class, the Settlement Class Members, Defendant, and the settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

66. Class Counsel shall obtain dismissal with prejudice of the Underlying Action and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

## **XIII. TERMINATION OF THE SETTLEMENT**

67. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

Accordingly, this Settlement Agreement shall be terminated and canceled within ten (10) days of any of the following events:

- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
- b. The Court refuses to grant preliminary approval of this Agreement;
- 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 Underlying 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.

69. In the event that 525 or more individuals opt out of the Settlement, then the Defendant has the option to terminate the Settlement Agreement so long as it provides written notice of its intention to do so within ten days of being notified of the number of individuals who opted out.

#### **XIV. ATTORNEYS' FEES, COSTS AND EXPENSES, AND INCENTIVE AWARD**

70. Defendant does not take any position on any attorneys' fees sought by Class Counsel in an amount not more than forty percent (40%) of the Settlement Fund plus an award of reasonable costs and expenses. Class Counsel agrees not to seek or accept attorneys' fees in excess of this amount from the Court. If the Court does not approve the Fee Award, or if the Court approves the Fee Award in an amount less than requested, the remaining amount(s) shall be distributed to the remaining Settlement Class Members, subject to any appeal by Class Counsel.

71. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

72. Class Counsel shall provide the Settlement Administrator with its completed IRS Form W-9 at least seven (7) business days prior to the date payment of the Fee Award is due. Within seven (7) 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 paper check or by electronic wire transfer to an account designated by Class Counsel.

73. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representatives in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) per Plaintiff, and Defendant agrees that it will not oppose such a request. The Incentive Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days of the Effective Date. If the Court does not approve any Incentive Award for the Class Representative, or if the Court approves Incentive Award in amount less than Ten Thousand Dollars and Zero Cents (\$10,000.00) for the Class Representative, the remaining amount(s) shall be distributed to the remaining Settlement Class Members.

74. In no event will Defendant's liability for payments to the Class, attorneys' fees, expenses, and costs, settlement administration costs, and/or Incentive Award exceed its funding obligations set out in this Agreement. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

#### **XV. MISCELLANEOUS REPRESENTATIONS**

75. The Defendant will provide a Declaration from an employee that all relevant insurance policies relating to the Underlying Action were produced to Class Counsel prior to August 1, 2022.

76. 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.

77. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

78. 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 each or any of them, on the one hand, against the Releasees, and each or any of the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Underlying Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

79. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Releasees, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Releasees is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasors.

80. 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.

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

82. 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.

83. 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.

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

85. The Parties agree that Exhibits A through D to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

86. 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.

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

88. Plaintiffs represent and warrant that they have not assigned any claim or right or interest as against the Releasees to any other person or party.

89. 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.

90. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other

equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Underlying 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 (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

91. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

92. 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 Order and Judgment.

93. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar, or to otherwise support any defense, in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, or (5) to obtain Court approval of the Settlement Agreement.

94. This Agreement may be executed in one or more counterparts exchanged by mail or as an electronic mail attachment. 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.

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

96. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

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

98. This Agreement is deemed to have been prepared by counsel for all 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.

99. 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:

<p>If to Class Counsel:</p> <p>Douglas M. Werman Werman Salas P.C. 77 W. Washington, Suite 1402 Chicago, Il.60602 dwerman@flsalaw.com</p> <p>David Fish Fish Potter Bolaños, P.C. 200 East Fifth Avenue, Suite 123 Naperville, Illinois 60563 dfish@fishlawfirm.com</p>	<p>If to Defendant’s Counsel:</p> <p>Jason Rosenthal Laura Elkayam Much Shelist, P.C. 191 N. Wacker Dr., Suite 1800 Chicago, IL 60606</p>
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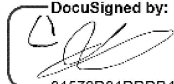
100. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



DATED: August 17, 2022

DocuSigned by:  
  
81572D81DDDB4C4...

Charles Devose

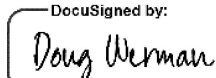
DATED: 08/18/2022 13:26 UTC



Arthur Brown

DATED: August 17, 2022

For the Settlement Class

DocuSigned by:  
  
C404C69421C54D5...

Settlement Class Counsel

DATED: \_\_\_\_\_

Defendant Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Charles Devose

DATED: \_\_\_\_\_

\_\_\_\_\_  
Arthur Brown

DATED: \_\_\_\_\_

For the Settlement Class

\_\_\_\_\_  
Settlement Class Counsel

DATED: \_\_\_\_\_

Defendant Ron's Temporary Help Services, Inc., d/b/a Ron's  
Staffing Services, Inc

By: Ronald E Little

Its: General Manager

# EXHIBIT A

**CLAIM FORM**  
**(TO RECEIVE A PAYMENT FROM THE RON'S STAFFING FINGER SCAN SETTLEMENT,**  
**FILL OUT THIS FORM OR SUBMIT ONLINE)**  
*Devose v. Ron's Staffing Services, Inc*

To receive a settlement payment, your completed Claim Form must be submitted online or postmarked and mailed to the Settlement Administrator on or before Insert date 90 days from Notice distribution.

You can return a completed Claim Form by U.S. mail in the pre-paid envelope that was mailed to you or submit a claim electronically at the settlement website:  
[www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com).

You will only receive a settlement payment if you timely return this Claim Form and the Court grants final approval of the settlement.

By signing below, you affirm that you used a biometric time clock during the time period you worked for Ron's Staffing Services, Inc. in Illinois.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Insert Settlement Administrator's Contact Information

**How I Wish to Receive Payment**

Please check one of the boxes below to indicate how you would like to receive your settlement payment. If you indicate "electronic payment," instructions will be emailed to you for how to receive payment. If you do not make a selection, you will be mailed a physical check to the address identified above.

- Electronic payment
- A physical check by mail

## NOTICE OF CLASS ACTION SETTLEMENT

*Devose v. Ron's Staffing Services, Inc*, Case No. 2019 L 1022 (Will Cty. Cir. Ct., Ill.)

For more information visit [www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com)

*Para una notificacion en Espanol, visitor [www.\[TBD\].com](http://www.[TBD].com)*

### 1. Introduction

A circuit court in Joliet preliminarily approved a class action settlement in the lawsuit *Devose v. Ron's Staffing Services, Inc*, Case No. 2019 L 1022 (Will Cty. Cir. Ct., Ill.) (the "Lawsuit").

The Court has approved this Notice to inform you of your rights in the settlement. As described in more detail below, you may:

- (1) request a settlement payment and give up certain legal claims you have;
- (2) exclude yourself from the settlement, not receive a settlement payment, and not give up any legal claims;
- (3) object to the settlement; or
- (4) do nothing, not receive a settlement payment, and give up certain legal claims you have.

Before any money is paid, the Court will decide whether to grant final approval of the settlement.

### 2. What Is this Lawsuit About?

This Lawsuit contends that Ron's Temporary Help Services, Inc., d/b/a Ron's Staffing Services, Inc. ("Ron's Staffing") violated the Illinois Biometric Information Privacy Act ("BIPA"). BIPA prohibits private companies from capturing, obtaining, storing, transferring, and/or using an individual's biometric identifiers and/or biometric information, including a fingerprint or identifying information based on a fingerprint, without first providing an individual with certain written disclosures and obtaining informed written consent and without maintaining a publicly available policy regarding its retention schedule for biometric information. The Lawsuit alleges that Ron's Staffing violated BIPA by collecting fingerprint data from employees in Illinois through its employee timekeeping system without first complying with BIPA's disclosure and informed written consent requirements and without maintaining a publicly available policy regarding its retention schedule for biometric information.

Ron's Staffing denies the allegations in the Lawsuit and denies any violation of the law. Ron's Staffing maintains, among other things, that: the collected data does not fall within BIPA; it obtained consent to collect the data alleged to constitute biometric information; there never was any data breach; employee data was collected and timely deleted in compliance with all legal requirements; it maintained in its facilities and available to employees the disclosures and policies required by BIPA; and there never was any risk of a data breach.

The Court has not decided whether Ron's Staffing violated BIPA. Both sides agreed to the settlement to resolve the Lawsuit.

You can learn more about the Lawsuit by contacting the settlement administrator, Analytics Consulting LLC at 1-xxx-xxx-xxxx. You may also review the Settlement Agreement and related case documents at the settlement website.

### 3. Who Is Included in the Settlement?

The settlement includes all individuals who scanned their finger at a Ron's Staffing employment facility in Illinois between December 3, 2014 and November 1, 2019 ("Settlement Class" or "Settlement Class Members"). There are an estimated 17,469 Settlement Class Members. If you received this notice, then you are included in the Settlement Class.

### 4. What does the Settlement Provide?

The class action settlement provides for a total payment of \$5,375,000.00 that Ron's Staffing has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross settlement fund shall be reduced by the following: (1) an award of up to 40% of the total settlement for Settlement Class Counsel's attorney fees and litigation costs; (2) Service Award of up to \$10,000 to each of the Settlement Class Representatives; and (3) the Settlement Administrator's costs. Following these reductions, the remaining amount shall be the net settlement fund, which shall be distributed equally to Settlement Class Members who timely return valid claim forms ("Settlement Class Participants") based on their respective Subclass.

The amount of money each Settlement Class Participant will receive also will depend upon the number of Settlement Class Members who timely return valid claim forms. If you submit a valid and timely claim form, you are estimated to receive between \$350 and \$750 which could vary substantially depending on the number of claims.

You must fill out a Claim Form by the deadline to receive a Settlement payment. **If you do not fully and accurately fill out a Claim Form and submit by the deadline, you will not get money or other benefits from this settlement.** If your claim is approved, you have the option of being mailed a check or receiving electronic payment for your share of the settlement funds. If you request a check but do not cash it within 150 days, you will not be able to get the money.

Unless you exclude yourself from the settlement as explained below, you will give up all claims reasonably arising out of allegations in the Class Action Complaint in this lawsuit, including allegations that Ron's Staffing improperly collected, stored, disclosed, or used your biometric identifiers and information obtained from its biometric system, including but not limited to claims arising under the Biometric Information Privacy Act, and all other federal, state, and local law, including the common law, as well as related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest. The full release of claims is set forth in the Settlement Agreement.

### 5. What Are Your Options?

(1) **Request a settlement payment.** *If you want to receive a settlement payment and the other benefits of the settlement, you must complete and submit online, or postmark and mail for return, a claim form by Insert date.* You may return your claim form in the accompanying pre-

paid envelope OR complete and submit a claim form online through the settlement website: [www.RonsFingerScanSettlement.com](http://www.RonsFingerScanSettlement.com) using your unique Claim ID. If you are a Settlement Class Member and you timely return a completed and valid claim form, and if the Court grants final approval of the settlement, you will receive a check or an electronic payment, depending on which method of payment you select. If required by law, you may also be sent a 1099 tax reporting form.

**(2) Exclude yourself from the settlement and receive no money or other settlement benefits.**

If you do not want to be legally bound by the settlement, you must exclude yourself from the settlement by **Insert date**. If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the settlement, you must mail or email your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, a statement that you wish to be excluded from the settlement, and it must be signed by you. If you exclude yourself, you will not receive money or other benefits from this settlement, but you will keep your legal rights regarding any claims that you may have against Ron’s Staffing and the other Released Parties. You cannot exclude yourself by phone.

**(3) Object to the Settlement.** You may object to the settlement by **Insert date** if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court in Will County and e-mail or mail postmarked on or before the deadline a copy of the written statement to Class Counsel and Defendant’s Counsel at the addresses below. A copy of the objection must also be mailed postmarked on or before deadline to the Settlement Administrator at the address for Settlement Administrator listed below.

<p>Plaintiffs’ Counsel</p> <p>Douglas M. Werman  Werman Salas P.C.  77 W. Washington, Suite 1402  Chicago, Il.60602  <u><a href="mailto:dwerman@flsalaw.com">dwerman@flsalaw.com</a></u></p> <p>David Fish  Fish Potter Bolaños, P.C.  200 East Fifth Avenue, Suite 123  Naperville, Illinois 60563  <u><a href="mailto:dfish@fishlawfirm.com">dfish@fishlawfirm.com</a></u></p>	<p>Defendant’s Counsel</p> <p>Jason Rosenthal  Laura Elkayam  Much Shelist, P.C.  191 N. Wacker Dr., Suite 1800  Chicago, IL 60606</p>
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The written objection must (1) be personally signed by you, (2) identify your name, address, and phone number, (3) include the case name and number above, (4) provide the date range when you were employed by Ron’s Staffing, (5) include a statement of all reasons for your objection with factual and legal support, including any supporting materials, and (6) identify any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years. It is not enough to state that you object, you must state the reasons why you believe the Court should reject the Settlement. If your objection does not comply with these requirements, and if your objection is not timely or properly submitted, the Court may strike or disregard your objection. If you are represented by a lawyer, you must provide the name and telephone number of your lawyer. A copy of your objection must be filed and provided to the lawyers for the parties

in the Lawsuit as well as the Settlement Administrator. If you intend to appear at the Final Approval Hearing, you should so state in your objection.

(4) **Do Nothing.** You may choose to do nothing. If you do nothing, you will receive no money or other benefits from the settlement, but you will still be bound by all orders and judgments of the Court. You will not be able to file or continue a lawsuit against the Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue Ron's Staffing and the other parties being released for alleged violations of BIPA and all other Released Claims as defined by the Settlement Agreement.

**6. How do I update my Contact Information?**

You must notify the Settlement Administrator of any changes in your mailing address so that your settlement award, should you request one, will be sent to the correct address. To update your address, contact the Settlement Administrator, listed below.

**7. Who Are the Attorneys Representing the Class and How Will They Be Paid?**

The Court has appointed Plaintiffs' Class Counsel, identified above, to represent Settlement Class Members in this settlement. Settlement Class Counsel will request 40% of the total settlement amount as attorney fees plus reimbursement of their costs. You may review Settlement Class Counsel's request for attorney fees and costs at the settlement website after **Insert date 60 days from Notice distribution**. You will not have to pay Settlement Class Counsel from your settlement award or otherwise. You also have the right to hire your own attorney at your own expense.

**8. When Will the Court Decide on Approval of the Settlement?**

The Court will hold a hearing in this case on **Insert date and time from preliminary approval order**, to consider, among other things, (1) whether to finally approve the settlement; (2) a request by the lawyers representing all class members for an award of no more than 40% of the settlement as attorney fees plus litigation costs; and (3) a request for a Service Award of \$5,000 for the Settlement Class Representatives; and (4) a request for up to \$52,500 to the Settlement Administrator. At the hearing, the Court may hear comments from objecting class members. You may appear at the hearing, but you are not required to do so.

The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website.

If you have any questions or for more information, contact the Settlement Administrator.

**PLEASE DO NOT CONTACT THE COURT OR RON'S ABOUT THIS SETTLEMENT OR THE DISTRIBUTION OF SETTLEMENT PAYMENTS.**



# EXHIBIT B

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

CHARLES DEVOSE and ARTHUR BROWN,  
individually and on behalf of all others similarly  
situated,

*Plaintiff,*

v.

RON'S TEMPORARY HELP SERVICES,  
INC. d/b/a RON'S STAFFING SERVICES,  
INC.,

*Defendant.*

Case No.: 2019L1022

Judge John C. Anderson

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("the Motion"), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") and its attachments, and the Court being fully advised in the premises,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.
2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
3. The Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following Class:

All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant at any time from December 3, 2014 through November 1, 2019. The Class includes approximately 17,469 members and Class Members is identified on Exhibit D to the Settlement Agreement. To the extent that the Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

5. Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons.

6. For purposes of settlement, the Court finds that the settlement and Settlement Class satisfies the requirements of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interest of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in this matter in all other contexts and for

all other purposes should the Settlement not be finally approved. Therefore, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Preliminary Approval Order will be vacated in its entirety.

8. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiff has shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

9. For settlement purposes only, the Court appoints Charles Devose and Arthur Brown as the Settlement Class Representatives and finds that they will adequately protect the interests of the Settlement Class.

10. For settlement purposes only, the Court appoints as Settlement Class Counsel Douglas Werman, David Fish and Mara Baltabols. The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

11. The Court appoints Analytics Consulting LLC as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

12. The Court finds that distribution of the proposed Notice of Class Action Settlement and accompanying Claim Form ("Notice") by mail, and email (where reasonably possible) is the best practicable means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the

Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding whether to participate in the Settlement. The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

13. The Court directs the Settlement Administrator to publish the Notice on the settlement Website and to send direct notice via e-mail, text and U.S. Mail in accordance with the notice provisions of the Settlement Agreement. The Settlement Administrator shall also maintain the Website to provide full information about the settlement online.

14. To be eligible to receive settlement benefits, Settlement Class Members must complete and return or postmark for return a valid Claim Form as described in the Notice within 60 days from the date of the date of Notice distribution.

15. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice by EXCLUSION DEADLINE. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked or electronically delivered by the Objection/Exclusion Deadline will be invalid and the person serving such a request will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

16. Any Settlement Class Member who excludes himself or herself from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

17. Any Settlement Class Member who does not request to be excluded from the Settlement may object to the settlement by submitting a written statement to the Settlement Administrator as described in the Notice by OBJECTION DEADLINE. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i) their full name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she was employed through Ron's Staffing Services, Inc., in an Illinois facility; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his or 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 call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. All written objections must be served on counsel for the Parties. Failure to timely object in compliance with these requirements will waive any objections to the settlement.

18. Settlement Class Members and other Releasers shall be bound by all determinations and orders pertaining to the Settlement, including the release of the Releasees from all Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement in a timely and proper manner as provided herein. Settlement Class Members who do not timely and validly request exclusion shall be bound by the Settlement, including the release of all Released Claims, even if they have previously initiated or

subsequently initiate litigation or other proceedings against Defendant or Releasees for any Released Claims.

19. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 40% of the Settlement Fund in attorneys' fees, plus their reasonable costs and expenses, as well as a Service Award to the Named Plaintiffs no later than seven (7) days prior to the Final Approval Hearing.

20. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

21. The Court schedules a Final Approval Hearing for \_\_\_\_\_, 2022 at \_\_\_:\_\_\_ a.m./p.m. to consider, among other things, (1) whether to finally approve the settlement and whether it is fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's costs; (4) whether to approve the Class Representative's request for an Incentive Award; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may, but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

22. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a Final Judgment approving the settlement and entering a Final Approval Order in accordance with the settlement that adjudicates the rights of all Settlement Class Members.

23. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

24. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

25. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

26. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List Sent to Administrator: \_\_\_\_\_

Notice to be completed by: \_\_\_\_\_

Objection Deadline: \_\_\_\_\_

Exclusion Request Deadline: \_\_\_\_\_

Claim Form Deadline: \_\_\_\_\_

Final Approval Submissions: \_\_\_\_\_

Final Approval Hearing: \_\_\_\_\_

**IT IS SO ORDERED.**

ENTERED: \_\_\_\_\_

\_\_\_\_\_  
Judge



# EXHIBIT C

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

CHARLES DEVOSE and ARTHUR BROWN,  
individually and on behalf of all others similarly  
situated,

*Plaintiff,*

v.

RON'S TEMPORARY HELP SERVICES,  
INC. d/b/a RON'S STAFFING SERVICES,  
INC.,

*Defendant.*

Case No.: 2019L1022

Judge John C. Anderson

**[PROPOSED] FINAL APPROVAL ORDER**

This matter coming before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorney Fees, Litigation Costs, Settlement Administration Costs, and Service Award, the Court having reviewed and considered the motions, including all supporting documents, and the Court having conducted a hearing on [date],

**IT IS ORDERED AS FOLLOWS:**

1. Capitalized terms not otherwise defined in this Final Approval Order are defined in the Parties' Settlement Agreement.
2. The Court-approved Notice of Class Action Settlement and accompanying Claim Form ("Notice") were distributed by the Settlement Administrator to Settlement Class Members by direct mail and, where available, by email. The Settlement Administrator also established a publicly-available settlement website with the Notice, settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice and the methods of distribution satisfy due process, the United States Constitution, the Illinois Constitution, the requirements of Section 2-

803 of the Illinois Code of Civil Procedure, all other legal requirements, and constitute the best notice practicable under the circumstances. The Class has been given notice of its right to object or opt out of the Settlement Agreement. The Notice was sufficient and provided all necessary information to protect the interests of the class and the parties, and to allow Class Members to evaluate the fairness of the settlement and make an informed decision regarding whether to participate in the settlement.

3. The Court hereby grants final certification, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, of a Settlement Class of the following Class: All individuals working for Defendant who had their biometric identifiers and/or biometric information, including but not limited to finger-scans and/or fingerprints, collected, captured, received, obtained, maintained, stored, or disclosed by Defendant from December 3, 2014 through November 1, 2019. The Class includes approximately 17,469 members and Class Members are identified on Exhibit D to the Settlement Agreement. To the extent that the Class Definition and the Class List conflict, the Class List will control to identify the Settlement Class Members.

Excluded from the Class Members are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, and (3) the legal representatives, successors or assigns of any such excluded persons. No Class Member can be a member of both Subclass 1 and Subclass 2.

4. The Court finds the settlement memorialized in the Settlement Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The Court finds that: (a) the strength of the Settlement Class Representatives' and Settlement Class Members' claims, weighed against the Defendant's defenses and the complexity, length, and expense of further litigation support approval of the Settlement; (b) the Gross Fund as

set forth in the Settlement Agreement, along with the other settlement terms, are fair, reasonable, adequate, and in the best interests of the Settlement Class; (c) the Settlement was reached pursuant to arm's-length negotiations between the parties; (d) the support for the Settlement expressed by Settlement Class Counsel, who have significant experience representing parties in complex class actions, including those involving Biometric Information Privacy Act claims, weighs in favor of approval of the Settlement; (e) the absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement; and (f) the Action has progressed to a stage where the Court and the parties could evaluate the merits of the case, potential damages, and the probable course of future litigation.

5. The Parties and the Settlement Administrator are ordered to comply with the terms of the Settlement Agreement.

6. The Court awards \$\_\_\_\_\_ to the Settlement Administrator, Analytics Consult LLC, for its work administering the Settlement, which is payable from the Gross Fund as described in the Settlement Agreement.

7. The Settlement Administrator shall issue payments to all Settlement Class Participants from the Net Fund as described in the Settlement Agreement.

8. The Court awards Settlement Class Counsel 40% of the Settlement Fund in attorney fees and \$\_\_\_\_\_ in litigation costs, which are payable from the Gross Fund as described in the Settlement Agreement.

9. The Court awards each of Settlement Class Representatives \$10,000 as a Service Award, which is payable from the Gross Fund as described in the Settlement Agreement.

10. Funds from checks not cashed by Settlement Class Participants within the 150-day deadline shall be returned to the Defendant's insurer except that the first \$10,000 shall be paid as *cy pres* to Prairie State Legal Services.

11. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

12. No objections were filed in advance of the hearing and no objectors were present at the hearing. To the extent any person may have objected, any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses this lawsuit with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement). The Court adjudges and orders that the Released Claims and all of the claims described in the Settlement Agreement are released against the Releasees. The Settlement Agreement and this order shall have a binding, res judicata and preclusive effect in all pending or future lawsuits or other proceedings maintained by or on behalf of the Plaintiffs and the other Settlement Class Members and the Releasers and Releasees.

15. Neither this Final Order and Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an

admission or concession by or against Defendant or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendant or any of the Releasees. There has been no determination by the Court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class should be certified, other than for settlement purposes only.

16. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Parties.

17. The Court retains jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of the Parties' Settlement Agreement.

18. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

19. This Order shall constitute a final judgment pursuant to 735 ILCS 5/2-1301.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge

# EXHIBIT D





















































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