

ATTACHMENT 1

SETTLEMENT AGREEMENT AND RELEASE

Juan Rodriguez and Damian Castro, individually and on behalf of all others similarly situated v. Returns 'R' Us, Inc. d/b/a Pharma Logistics, Ltd., Case No. 21CH0000264 (Lake County)

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs Juan Rodriguez and Damian Castro (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Returns ‘R’ Us, Inc. d/b/a Pharma Logistics, Ltd. (“Defendant”), in the case of *Juan Rodriguez and Damian Castro, individually and on behalf of all others similarly situated v. Returns ‘R’ Us, Inc. d/b/a Pharma Logistics, Ltd., Case No. 21CH0000264*, in the Circuit Court of Lake County, Illinois (the “Lawsuit”). Plaintiffs and Defendant are each referred to individually as “Party” and collectively as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On July 22, 2021, Plaintiffs filed the Class Action Complaint against Defendant in the Circuit Court of Lake County, Illinois, Case Number 21CH0000264, alleging violations of the Illinois Biometric Information Privacy Act 740 ILCS 14/1, *et seq.* (“BIPA”), and seeking, individually and on behalf of other similarly situated individuals, injunctive relief, declaratory relief, statutory damages, and attorneys’ fees and costs for alleged violations of BIPA.
2. Following arms-length negotiations, the Parties negotiated a settlement by which the Parties agreed to resolve all Released Claims defined herein of Plaintiffs and members of the Settlement Class they seek to represent for purposes of the Settlement, of the Released Parties defined herein through the date of Preliminary Approval. This list of the 101 individuals who comprise the Settlement Class as defined in Paragraph 49 is attached to the Parties’ Term Sheet as Exhibit A.
3. This Settlement represents the Parties’ agreement to resolve all Released Claims defined herein of Plaintiffs and Settlement Class Members against Defendant and the Released Parties defined below.
4. The Parties have agreed to settle the Lawsuit on the terms and conditions set forth herein in recognition that the outcome of the Lawsuit is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.
5. Defendant denies and continues to deny all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or Settlement Class Members have asserted in the Lawsuit or may in the future assert. Despite Defendant’s belief that it is not liable and that it has meritorious defenses to the claims alleged in the Lawsuit, Defendant desires to settle the Lawsuit 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 resolved in the Settlement Agreement. Neither the Settlement Agreement, nor any settlement negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability. Further, neither this Settlement

Agreement, nor any settlement negotiation or discussion thereof, is or may be deemed to be or may be used as an admission that the technology at issue collected, captured, received, or otherwise obtained or disclosed Biometric Identifiers or Biometric Information under the Illinois Biometric Information Privacy Action (“BIPA”) or any similar federal, state, or local law.

6. Following arm’s-length negotiations, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; (e) the potential applicability of Public Act 103-0769 to the Lawsuit, arguably foreclosing a theory of “per scan damages” for Plaintiffs’ BIPA §§ 15(b) and (d) claims; and (f) Plaintiffs’ determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
7. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.
8. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Lawsuit be settled and compromised, and that the Releasors (defined below) release the Defendant and the other Released Parties of the Released Claims (defined below), without costs as to Defendant, Released Parties, Plaintiffs, Class Counsel, or the Settlement Class except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.
9. If this Settlement Agreement is not approved by the Court for any reason, Defendant reserves all rights to further contest liability for Plaintiffs’ claims and to challenge class certification, and the Parties will return to their prior positions in the Lawsuit, subject to the provisions in Paragraphs 56(c) and 92.

II. **DEFINITIONS**

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

11. “Approved Claims” shall mean complete, valid, and timely claims for Cash Payment as provided for in Paragraph 57 submitted by Settlement Class Members that have been approved for payment and finalized by the Settlement Administrator.
12. “Claims Deadline” means the date by which all Claim Forms submitted by a person within the Settlement Class must be postmarked, which shall be designated as sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.
13. “Claim Form” shall mean the form included in the Notice found at Exhibit A hereto which must be submitted by individuals in the Settlement Class in order to obtain compensation or other benefits under this Settlement.
14. “Class,” “Settlement Class,” or “Settlement Class Member(s)” shall mean each member of the Settlement Class, as defined in Section III of this Agreement and who are identified by first and last name on the Class List who do not timely elect to be excluded from the Settlement Class and includes, but is not limited to, Plaintiffs.
15. “Class Administration Costs” shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with the Settlement Class Members, establishing and maintaining the Settlement Fund, and disbursing payments to the proposed Settlement Class Members. Class Administration Costs will be paid by Defendant to the Settlement Administrator, following preliminary approval of the Settlement. Class Counsel will make its best efforts to obtain a Settlement Administrator quote “not to exceed” Ten Thousand Dollars and No Cents (\$10,000.00) or less. Any Settlement Administration Costs that exceed this amount will be deducted from the Settlement Fund and will not be an additional cost to Defendant.
16. “Class Counsel” shall mean Christopher J. Williams, Jacqueline Villanueva and Danya M. Moodabagil of the Working Families Legal Clinic of the Chicago Workers Collaborative and Kevin Herrera and Mark Birhanu of the Legal Department of the Raise the Floor Alliance.
17. “Class List” shall mean the list of first and last names, last known mailing addresses, last known email addresses (if known) and last known telephone number (if known) for each Settlement Class Member, for which Defendant is able to obtain such information. No later than seven (7) days after the last Party signs the Settlement Agreement, Defendant shall provide a Class List to the Settlement Administrator which shall contain the same list of Settlement Class Members as provided to Class Counsel as Exhibit A to the Parties’ Term Sheet. Defendant shall include all contact information in Defendant’s possession or control. The Class List will be provided by Defendant to the Settlement Administrator solely for the purpose of giving notice to the Settlement Class Members and will be kept

confidential by the Settlement Administrator, as provided in Paragraph 78.

18. “Class Representative Award” shall have the meaning ascribed to it as set forth in Section XV of this Agreement.
19. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s respective Counsel, collectively.
20. “Court” shall mean the Circuit Court of Lake County, Illinois and the Judge assigned to the Lawsuit.
21. “Defendant” shall mean Returns ‘R’ Us, Inc. d/b/a Pharma Logistics, Ltd.
22. “Defendant’s Counsel” shall mean Melissa Siebert of Cozen O’Connor.
23. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
24. “Fee and Expense Petition” shall mean the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees, costs, and expenses, as well as a Class Representative Award for the Class Representative.
25. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
26. “Final” shall mean the later of (i) if there are no objectors, the date of entry of the Final Approval Order; (ii) if there are one or more objectors, the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (iii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.
27. “Final Approval Hearing” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving payment of the Class Administration Costs, approving the Fee Award, and approving a Class Representative Award to the Class Representatives. The date for the Final Approval Hearing shall be within approximately 100 days after entry of the Preliminary Approval Order, or as otherwise ordered by the Court.
28. “Final Approval Order” shall mean an order entered by the Court that:
 - a. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801 for purposes of effectuating the terms of this Settlement Agreement;

- b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - c. Dismisses the Lawsuit with prejudice and without costs, except as explicitly provided for in this Agreement;
 - d. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
 - e. 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.
29. “Lawsuit” shall mean the action captioned *Juan Rodriguez and Damian Castro, individually and on behalf of all others similarly situated v. Returns ‘R’ Us, Inc. d/b/a Pharma Logistics, Ltd.*, in the Circuit Court of Lake County, Illinois, Case No. 21CH0000264.
30. “Maximum Settlement Fund” means Seventy-Five Thousand Dollars and zero cents (\$75,000.00). Defendant has no obligation to pay any amount that exceeds the Maximum Settlement Fund and there will be no event under which Defendant will pay any amount in excess of the Maximum Settlement Fund, inclusive of attorneys’ fees and costs (Fee Award), Class Administration Costs, and any Class Representative Award.
31. “Notice” or “Class Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit A and is consistent with the requirements of Due Process.
32. “Notice Date” means the date by which the Notice is mailed to the Settlement Class by the Settlement Administrator, which shall be within thirty (30) days after the entry of a Preliminary Approval Order or as otherwise ordered by the Court.
33. “Objection/Exclusion Deadline” shall mean 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 sixty (60) days after the Notice Date. The Objection/Exclusion Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.
34. “Parties” shall mean Plaintiffs and Defendant, collectively.
35. “Plaintiffs” or “Class Representatives” shall mean the named class representatives, Juan Rodriguez and Damian Castro.
36. “Preliminary Approval” shall mean the date of entry of the Preliminary Approval Order.
37. “Preliminary Approval Order” shall mean the Court’s Order preliminarily

approving the Settlement Agreement, certifying the Settlement Class for settlement purposes only, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.

38. “Released Claims” shall mean any and all known and unknown claims or demands against the Released Parties based upon, arising out of, directly or indirectly resulting from, involving, or related to the alleged (1) possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric identifiers or alleged biometric information, including, but not limited to, claims arising out of the Illinois Biometric Information Privacy Act (BIPA) or any other federal, state, or local statute, regulation, or common law, (2) any claims arising under BIPA related to Defendant, (3) any claims which were or could have been brought in the Action related to BIPA, including, but not limited to, any tort or privacy claims.
39. “Released Parties” shall refer, jointly and severally, and individually and collectively, to Defendant and any or all of its past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and affiliates, and each of their respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, and successors and assigns. Plaintiff(s) will not file a suit of any kind or participate voluntarily in any suit brought by any other party against any of the Released Parties, in any court of law in any jurisdiction related to a Released Claim. Even if a court rules that Plaintiff has grounds to file a lawsuit against any of the Released Parties related to a claim that has been released under this Agreement, Plaintiffs will not pursue, such a lawsuit or accept any money damages or any other relief in connection with any such lawsuit.
40. “Releasors” shall refer, jointly and severally, and individually and collectively, to Plaintiffs and all other individuals included on the Class List, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them. Releasors shall not include any individuals on the Class List who exclude themselves from this Settlement pursuant to Paragraph 81 of this Agreement, regardless of whether they return a Claim Form.
41. “Settlement” means the disposition of the Lawsuit under the terms set forth in this Agreement, including but not limited to the Releasors’ release of the Released Claims.
42. “Settlement Administrator” means, subject to Court approval, Atticus Administration, LLC (“Atticus”), or a different settlement administrator chosen by the parties and approved by the Court.
43. “Settlement Class Size” means the 101 Settlement Class Members attached as Exhibit A to the Parties’ Term Sheet.
44. “Settlement Fund” means the amount to be paid by Defendant to the Settlement

Administrator for Class Administration Costs, the Fee Award, the Class Representative Award, and Approved Claims, with the specific amount of the Settlement Fund calculated as provided herein. In no event shall Defendant be required to pay more than the Maximum Settlement Fund. The actual amount of the Settlement Fund with respect to Approved Claims will be determined on a “claims made” basis such that only those individual Approved Claims will be funded. The actual amount of the Settlement Fund with respect to the Fee Award and the Class Representative Award will be determined as provided in this agreement, including but not limited to Section XV herein.

45. “Term Sheet” means the document executed by the Parties following mediation of this matter with the Hon. Judge Epstein, Ret. and containing the entire Class List as Exhibit A.
46. “Timekeeping System” shall mean the timekeeping technology used by Defendant’s employees and assigned workers in Illinois during the period December 24, 2018 to May 21, 2025.

III. SETTLEMENT CLASS CERTIFICATION

47. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 49, below; (b) Plaintiffs shall represent the Class for settlement purposes only and shall be the Class Representative; and (c) Plaintiffs’ Counsel shall be appointed as Class Counsel.
48. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement Agreement. If the Court does not enter Final Approval of the Settlement Agreement, or if for any other reason Final Approval of the Settlement Agreement does not occur, is successfully objected to, or is challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Lawsuit as if the Agreement had not been entered into.
49. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes only:

“All persons who have been employed by Defendant at Returns ‘R’ US, Inc., d/b/a Pharma Logistics, Ltd. in Illinois from December 24, 2018 to May 21, 2025, who used a finger-scan timekeeping device, and who did not sign a BIPA compliant consent or waiver.”

The list of 101 individuals who comprise the Settlement Class is attached to the Parties’ Term Sheet as Exhibit A (“Settlement Class List”). In the event of a dispute between the above definition and the Settlement Class List, the Settlement Class List shall govern.
50. Excluded from the Settlement Class are all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court’s or staff’s immediate family.

51. In the event that Preliminary or Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any Class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the Settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

IV. SETTLEMENT OF LAWSUIT AND ALL CLAIMS AGAINST RELEASED PARTIES

52. Final Approval of this Settlement Agreement by the Court will settle and resolve with finality on behalf of the Plaintiff and the Settlement Class, the Lawsuit and the Released Claims in the Lawsuit. The Settlement Agreement and the release of the Released Claims described herein will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who do not validly and timely exclude themselves from the settlement, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents, and assigns of each of the foregoing.

V. SETTLEMENT FUND ALLOCATION

53. Establishment of Settlement Fund.

- a. The Settlement Fund shall be used to pay Approved Claims, the Fee Award, a Class Representative Award to the Class Representative, and the Class Administration Costs to the Settlement Administrator.
- b. Within fourteen (14) days after the Court grants final approval of the Settlement and receipt of Settlement Administrator's payment instructions and Form W-9, Defendant shall pay to the Settlement Administrator sufficient funds to satisfy payment of the Approved Claims as set forth in Paragraph 56, in addition to the Fee Award, the Class Representative Award, and the Class Administration Costs. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, this payment will be used by the Settlement Administrator to satisfy Approved Claims to Settlement Class Members as further set forth in this Agreement and in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Lawsuit with prejudice.
- c. All 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.

- d. The Settlement Fund, from which all payments for the Approved Claims, Fee Award, Class Representative Award and Class Administration Costs will be drawn, represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Section and final. Defendant and the other Released Parties shall have no obligation to make further payments into the Settlement Payment and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
 - e. The Court may require changes to the method of allocation of funds from the Settlement Fund to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.
54. This is a hybrid fund-as-you-go/pro rata Settlement. Defendant will set a guaranteed funding amount of \$15,000.12, or 20% of the Maximum Settlement Fund, equating to 20 Settlement Class Members submitting Claims, each of whom would receive a Cash Payment of \$735.30. The \$15,000.12 fund will be distributed evenly among Settlement Class Members submitting Claims if fewer than 20 Settlement Class Members Submit Claims. If between 21 and 29 Settlement Class Members submit Claims, each of them will receive a Cash Payment of \$735.30. If 30 or more Settlement Class Members submit Claims, the Maximum Settlement Fund will convert to a pro rata fund, with each Settlement Class Member receiving a pro rata Cash Payment, less the amounts set forth in Paragraph 91.

The Maximum Settlement Value for the Lawsuit will be \$75,000.

55. Any checks disbursed to Settlement Class Members from the Settlement Fund that are uncashed for any reason within one hundred and eighty (180) days after their date of issuance will be paid to an agreed upon *cy pres* recipient, or to a recipient to be selected by the Court.
56. **Procedure for Approving Settlement.**
- a. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the "Unopposed Motion for Preliminary Approval") under the terms specified herein. The Parties agree to use their reasonable best efforts to perform all tasks necessary to enable Class Counsel to file the Unopposed Motion for Preliminary Approval within forty-five (45) days from receipt of a fully executed copy of this Settlement Agreement.
 - b. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional

certification of the Class and preliminary approval of the Settlement Agreement; appointing the Class Representative and Class Counsel; approving the Claim Form and the forms of Notice to the Class of the Settlement; and setting the Final Approval Hearing.

- c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Plaintiffs shall be conditionally appointed Class Representatives, and that Plaintiffs' Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement other than the attorneys' Fee Award percentage referenced in paragraph 91, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible, and will then submit the renegotiated settlement agreement to the Court for preliminary approval. If and only if the Parties are unable to obtain preliminary approval of a settlement agreement after submitting at least two renegotiated settlements to the Court, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Lawsuit as if the Settlement had not occurred.

VI. SUBMISSION AND EVALUATION OF CLAIMS.

57. This is a claims-made settlement. To receive a payment as part of the Settlement, Settlement Class Members shall be required to submit a valid and timely claim form within sixty (60) days after the mailing of the Class Notice and Claim Form by the Settlement Administrator to the Settlement Class Members. Settlement Class Members who do not timely return valid claim forms will not be entitled to any payment pursuant to this settlement. Any Settlement Class Member who does not timely exclude himself or herself from the Settlement or who fails to submit a timely claim form shall be forever barred from receiving any distribution from the Settlement Fund and any other payment or benefits pursuant to the Settlement Agreement, but shall in all other respects be bound by the terms of the Settlement Agreement, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind concerning the Released Claims. The Claim Form will require the Settlement Class Member to provide his or her full name, mailing address, contact telephone number, and signature.
58. To be approved, a Claim Form must be postmarked on or before the Claims Deadline and otherwise meet the requirements of this Agreement. The Claim Form shall be substantially in the form attached hereto as Exhibit A.
59. Completed Claim Forms shall be submitted directly to the Settlement Administrator via U.S. Mail for processing, assessment, and payment.
60. Any Claim Form submitted that lacks the requisite information (*i.e.*, name, address telephone number, and signature, or any other information required by the

Settlement Administrator) will be deemed to be incomplete and ineligible for payment. However, for any partially-completed Claim Forms, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim Form at least one time by U.S. Mail and at least one time by telephone (i) to inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form and (ii) to give the Settlement Class Member an opportunity to cure any errors and/or omissions in the Claim Form. The Settlement Class Member shall have until the Claims Deadline, or seven (7) days after the Settlement Administrator sends the regular mail notice to the Settlement Class Member, or calls him or her, regarding the deficiencies in the Claim Form, whichever is later, to cure the error(s) and/or omission(s) in the Claim Form.

61. The Settlement Administrator will provide a weekly report to Plaintiff's Counsel and to Defendant's Counsel of the number of Claim Forms submitted and the number of Claim Forms rejected.
62. Any Settlement Class Member who submits a partially-completed Claim Form and who fails to timely cure the error(s) and/or omission(s) identified by the Settlement Administrator will be deemed to have forfeited their right to receive a cash payment under the Settlement but will otherwise remain bound thereby.
63. Within five (5) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted, and may, upon its sole discretion, request additional information prior to initially rejecting or accepting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are incomplete and/or where there is evidence of abuse and/or fraud.
64. Within five (5) days after the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report sufficient to show only the number of initially approved claims (without providing the names or contact information of any Settlement Class Members making such claim), with each initially approved claim being identifiable by a claim number ("Initially Approved Claims List") and shall provide to Defendant's Counsel a report listing the name and address of the persons submitting all initially approved claims and an electronic PDF copy of all such initially approved Claim Forms. Within seven (7) days after the Claims Deadline, the Settlement Administrator will also submit to Counsel for the Parties a report sufficient to show only the number of, and reason for, initially rejected claims, with each initially rejected claim being identifiable only by a claim number and without any personally identifying information about the Settlement Class Member making such claim ("Initially Rejected Claims List"), and shall provide to both Class and Defendant's Counsel a report listing the name and address of the persons submitting all initially rejected claims and an electronic PDF copy of all such initially rejected Claim Forms. Counsel shall have the right to object to claims or objections or exclusions submitted for reasons including but not limited to: late submissions, insufficient information, or attestation by claimants, and indicia of fraud; or to audit or challenge any initially approved or rejected claims until ten

(10) days after the Claims Deadline. Any disputes regarding to the validity of a Settlement Class Member's Claim Form will be resolved by the Court.

65. Class Counsel represent and warrant that they will utilize any information they learn about Settlement Class Members through the evaluation of claims process set forth in this Section VI solely to fulfill their duties as Class Counsel in this matter, and for no other purpose.
66. Within ten (10) days of the Claims Deadline, the Settlement Administrator shall provide Counsel for the Parties a report reflecting the final total number of Approved Claims and the total amount to be paid by Defendant to Settlement Class Members as part of this Settlement (the "Final Claims Report"). In no event shall the Final Claims Report be provided later than eighty-five (85) days after Preliminary Approval. Within fourteen (14) days of Defendant's funding of the Settlement Fund, as set forth in Paragraph 52(b), the Settlement Administrator shall send a check by First Class U.S. Mail to each Settlement Class Member on the Final Claims Report.
67. The Settlement Administrator shall notify Counsel for the Parties that all Approved Claims have been paid within five (5) business days of the last such payment.
68. Any checks disbursed from the Settlement Fund to Settlement Class Members that are uncashed within one hundred and eighty (180) days after their date of issuance thereby become null and void and said funds will be paid to an agreed upon *cy pres* recipient, or to a recipient to be selected by the Court.

VII. RELEASE

69. 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, Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims.
70. As of the Effective Date, and with the final 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 Released Parties. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims. Further, Releasors will not file a suit of any kind, or participate voluntarily in any suit brought by any other party against any of the Released Parties, in any court of law in any jurisdiction related to a Released Claim. Even if a court rules that a Releasor has grounds to file a lawsuit against any of the Released Parties related to a claim that has been released under this Agreement, Releasors will not pursue such a lawsuit or accept any money damages or any other relief in connection with any such lawsuit.
71. 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.

72. The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault by the Released Parties. The Released Parties agree to this Settlement to avoid the burden and expense of litigating without in any way acknowledging any fault or liability.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

73. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section XIV, Defendant shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement.
74. 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 for settlement purposes only, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with Paragraph 78(b) herein.
75. 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 within approximately one hundred (100) days of entry of the Preliminary Approval Order or a date otherwise set by the Court, and approve the settlement of the Lawsuit as set forth herein.
76. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for: (a) final approval of the Settlement Agreement, approval of attorney's fees and costs, and approval; of the incentive award; (b) final appointment of the Class Representative and Class Counsel; and (c) final certification of the Settlement Class for settlement purposes only, including for the entry of a Final Order and Judgment consistent with Section XIII below, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

77. **Class List**
 - a. Defendant shall create and submit a Class List to the Settlement Administrator within fourteen (14) days after the last Party signs the Settlement Agreement.
78. Class Counsel acknowledges and agrees that they will receive a copy of the Class List only as Exhibit A to the Term Sheet agreed to by the Parties following mediation of this matter. Class Counsel agrees they will not seek copies of the Class List from the Settlement Administrator. The Class List will be provided by Defendant to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement

Administrator.

79. **Type of Notice Required**

- a. Notice will be provided by the Settlement Administrator directly to members of the Settlement Class, via postcard Notice and via email where email addresses for Settlement Class Members are available. Notice will also be provided on an online document repository maintained by the Settlement Administrator, where copies of the Notice and Claim Form, Settlement Agreement and all approval paperwork, e.g., Plaintiff's Motion for Preliminary Approval, Motion for Fees, and Motion for Final Approval, shall be posted.
- b. The Notice and Claim Form, which shall be substantially in the form of Exhibit A attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (i) submit a copy of the Claim Form; (ii) protect their rights regarding the settlement by filing a claim; (iii) request exclusion from the Settlement Class and the proposed settlement, if desired; (iv) object to any aspect of the proposed settlement, if desired; and (v) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all persons who do not timely request exclusion from the Settlement Class. The Claim Form will be provided to Settlement Class Members with postage pre-paid.
- c. Within thirty (30) days of Preliminary Approval, the Settlement Administrator shall send individual Notices and Claim Forms via first class U.S. Mail and via email where email addresses for Settlement Class Members are available (substantially in the form of Exhibit A). Prior to the mailing, the Settlement Administrator shall run the Settlement Class Members' addresses, as provided on the Class List, through the U.S. Postal Service's National Change of Address database and mail the Notice and Claim Form using the most current mailing address information. If a Notice and Claim Form is returned as undeliverable with a forwarding address, the Settlement Administrator shall resend by first class mail the Notice to that forwarding address. If Notice to a forwarding address is undeliverable or returned as undeliverable without a forwarding address, the Settlement Administrator shall use a "skip-trace" or similar search to attempt to locate a current address for the Settlement Class Member and send the Notice and Claim Form to the address so found.

X. EXCLUSIONS

80. **Exclusion Period.** On or before the Objection/Exclusion Deadline, Settlement Class Members may exclude themselves from the Settlement in accordance with this Section by submitting an "Opt-Out" form. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not validly excluded themselves by the Objection/Exclusion Deadline will be bound by the Settlement Agreement and will be deemed a Releasor as defined herein, and the

relief provided by the Settlement Agreement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

81. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. 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 by submitting the Opt-Out form, which must include in any such exclusion request: (a) his/her full name, address, and current telephone number; (b) the case name and number of this Lawsuit; (c) the date range during which he/she was employed by or worked for Defendant; (d) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (e) the identification of any other exclusion requests he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; (f) whether the request to be excluded is based on any communication other than court-approved notice; and (g) the requestor's signature. If represented by counsel, the Settlement Class Member requesting to be excluded must also provide the name and telephone number of his/her counsel.
- c. If five or more Settlement Class Members file requests for exclusion, Defendant shall have the right to nullify this Agreement at its sole discretion, or to seek Court relief or input as Defendant may deem necessary or appropriate.
- d. A request to be excluded that does not contain the required information, 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 submitting such a request shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Agreement, if approved.
- e. Any member of the Settlement Class who effectively elects to be excluded 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 Agreement.
- f. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" exclusion requests shall not be allowed.
- g. Within five (5) 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. Class Counsel agrees not to solicit any individuals opting to be excluded from the Settlement Class.

- h. A list reflecting the names of 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.

XI. OBJECTIONS

- 82. The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (a) file copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) 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, Claim Forms, and any other communication relating to this Settlement.
- 83. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) his/her full name, address, and current telephone number; (b) the case name and number of this Lawsuit; (c) the date range during which he/she was employed by or worked for Defendant; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
- 84. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.
- 85. Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. If a Settlement Class Member files an objection and an exclusion request, the Settlement Administrator shall attempt to contact the

Settlement Class Member at least one time by telephone or U.S. Mail to give them an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until five (5) days after the Objection/Exclusion deadline to inform the Settlement Administrator regarding their final choice.

86. Any Settlement Class Member who attempts to file both a Claim Form and a request for exclusion and fails to clarify their final choice or whom the Settlement Administrator is unable to contact such after reasonable effort as set forth in this paragraph will be deemed to have forfeited their request for exclusion, and their Claim Form shall be processed under the terms of this Settlement Agreement.

XII. FINAL APPROVAL HEARING

87. The Parties will jointly request that the Court hold a Final Approval Hearing within approximately one hundred (100) days after the Preliminary Approval Order is entered, but no earlier than fourteen (14) days after the time periods set forth in Paragraphs 66 and 80(g). 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 purposes only and, if so, (a) consider any properly-filed objections; (b) determine whether the Settlement Agreement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (c) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, a Fee Award, Class Representative Award, and payment of the Class Administration Costs.

XIII. FINAL APPROVAL ORDER

88. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.
89. 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; and
 - b. Dismisses, with prejudice, all Released Claims against Defendant in the Lawsuit, without costs and fees except as explicitly provided for in this Agreement.
90. Final approval of the Settlement by the Court will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Class Members the Lawsuit and the Released Claims against the Released Parties. The Settlement Agreement and release of Released Claims will be binding on, and have *res judicata* preclusive

effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who do not validly and timely exclude themselves from the settlement as set forth in Section X, and their respective predecessors, successors, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing.

XIV. TERMINATION OF THE SETTLEMENT

91. This settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions hereof without material change, material amendments, or material modifications by the Court (except to the extent a court reduced Class Counsel's fee percentage below 30%, as stated in Paragraph 93, or to the extent such changes, amendments, or modifications are agreed to in writing between the Parties).

All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, any Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:

- a. A material alteration by the Court of any of the terms of this Settlement Agreement to which the Parties have not agreed in writing;
 - b. The Court refuses to grant Preliminary Approval of this Agreement even after the renegotiation process described in Paragraph 56(c) of this Agreement;
 - c. The reversal or substantial modification of the Court's order granting preliminary or final approval;
 - d. The Court refuses to grant Final Approval of this Agreement in any material respect; or
 - e. The Court refuses to enter a final judgment in the Lawsuit in any material respect.
92. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Lawsuit.

XV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE AWARD

93. The Maximum Settlement Value will be used for the attorneys' fee percentage calculation. Defense Counsel will not oppose any petition for attorneys' fees up to \$33,320.00 (representing actual fees incurred by Class Counsel, with a reduction in that amount as a compromise to settle this matter without incurring further fees, and including Plaintiff's share of mediation fees). If attorneys' fees are reduced by the Court overseeing the settlement approval process for the Lawsuit, Class Counsel

agrees to accept and not to challenge any lesser percentage as determined by such Court above 30%, and to proceed with the Settlement. No later than seven (7) days prior to the date of the Objection/Exclusion Deadline, Class Counsel will move the Court for a Fee Award. Class Counsel shall move, in the same papers, for reimbursement of the costs of litigation. Payment of the Fee Award shall be made from the Settlement Fund and, should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall be distributed to Settlement Class Members as part of their Approved Claims.

94. Notwithstanding any contrary provision of this Agreement, and subject to Paragraph 93 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.
95. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within three (3) business days after the Settlement Fund is funded, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.
96. Prior to or at the same time as Plaintiff seeks Final Approval of the Settlement Agreement, Class Counsel shall move the Court for a Class Representative Award. The Class Representative(s) will, if approved the Court, each receive a Five Thousand Dollar and No Cents (\$5,000.00) Class Representative Award, for a total of Ten Thousand Dollars and No Cents (\$10,000.00) in total Class Representative Awards, following final approval of the Settlement, via payment through the Settlement Administrator. The payment(s) will be in addition to the Cash Payment portion of the Settlement unless 30 or more Settlement Class Members submit Claims and the Maximum Settlement Fund converts to a pro rata fund, with each Settlement Class Member receiving a pro rata Cash Payment, less the Class Administration Costs, the Class Representative Award and the Attorneys' Fees and Costs Award as approved by the Court, as set forth above in paragraph 54. In exchange for, and as a condition precedent to receiving a Class Representative Award, each Class Representative must provide a valid Social Security number or other valid tax reporting number to the Settlement Administrator, subject to confirmation by Defendant's Counsel. Provided these and all other conditions set forth herein are met, the Settlement Administrator will deliver the Class Representative Award payment via check to Class Counsel. If the Class Representative(s) is unable to provide a valid tax reporting number, the Claims Administrator shall provide the Class Representative less the maximum back up holdings as required by the IRS.
97. In no event will Defendant's liability for attorneys' fees, expenses, and costs, Class Administration Costs, a Class Representative Award, and Approved Claims exceed

the funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel.

XVI. MISCELLANEOUS REPRESENTATIONS

98. For income tax purposes, the Parties agree that payments made pursuant to this Agreement shall be allocated as statutory penalties and shall not be subject to required withholdings and deductions and may be reported as non-wage income, or as otherwise required by law. If required by IRS regulations, the Settlement Administrator shall issue to each Settlement Class Member who cashes a Settlement Check, and the Class Representative who cashes any Class Representative Award, an IRS Form 1099. Other than the reporting requirements herein, Settlement Class Members shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement. It is understood and agreed that Defendant takes no position and offers no advice regarding how any Settlement Class Member chooses to treat any payment made hereunder for tax or any other purpose.
99. Each Party to this Settlement Agreement acknowledges and agrees that (a) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (b) each Party (i) has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (ii) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.
100. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
101. The Parties (a) acknowledge that it is their intent to consummate this Settlement

Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of the Settlement Agreement.

102. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Lawsuit was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.
103. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasers.
104. 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.
105. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
106. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
107. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.
108. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
109. The Parties agree that Exhibits A through C to this Settlement Agreement are

material and integral parts thereof and are fully incorporated herein by this reference.

110. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
111. Except as otherwise provided herein, each Party shall bear its own costs, attorneys' fees and any other litigation expenses.
112. Plaintiff represents and warrants that he/she has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.
113. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
114. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents executed by the Parties, shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with Paragraph 117 of this Agreement, (a) 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 Lawsuit or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
115. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered into 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 in the Lawsuit other than for certification of the Settlement Class for settlement purposes only.
116. Except in accordance with Paragraph 117 of this Agreement, this Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.
117. The provisions of this Settlement Agreement, and any orders, pleadings, or other

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

118. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.
119. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
120. 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.
121. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
122. 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.
123. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail, hand delivery, or U.S. Mail, postage prepaid, as follows:

If to Class Counsel:

Christopher J. Williams
Law Offices of Ayala & Williams
4311 N. Ravenswood, Ste. 100
Chicago, IL 60646
(312) 945-8737
cwilliams@ayalawilliams.com

Jacqueline H. Villanueva
Danya M. Moodabagil
Chicago Workers Collaborative
300 Grand Avenue
Waukegan, IL 50085

If to Defendant's Counsel:

Melissa Siebert Cozen O'Connor
123 North Wacker Drive
Chicago, IL 60606
(312) 474-4491
Msiebert@cozen.com

(847) 596-7491

jvillanueva@chicagoworkerscollaborative.org

danya@chicagoworkerscollaborative.org

Kevin Herrera

Mark Birhanu

Raise the Floor Alliance – Legal Department

1 N. La Salle St. Ste. 1295

Chicago, IL 60602

124. This Agreement shall be deemed fully executed as of the date that the last Party signatory signs the Agreement.

[Signatures on the following page. The remainder of this page is intentionally left blank.]

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

Dated: 28/05/25

CLASS REPRESENTATIVES

Juan Rodriguez
Juan Rodriguez

Dated: 28/05/25

Damian Castro
Damian Castro

Dated: 5/28/2025

LAW OFFICES OF AYALA &
WILLIAMS/CHICAGO WORKERS
COLLABORATIVE

Signed by:
By: Christopher J. Williams
48347801881146C
Christopher J. Williams
Class Counsel and Plaintiffs' Attorney

Dated: _____

RETURNS 'R' US, INC. D/B/A PHARMA
LOGISTICS, LTD.

By: _____

Title: _____

Representative of Returns 'R' Us, Inc. d/b/a Pharma
Logistics, Ltd.

Dated: _____

COZEN O'CONNOR

By: _____
Melissa Siebert
Defendant's Attorney

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

Dated: _____

CLASS REPRESENTATIVES

Juan Rodriguez

Dated: _____

Damian Castro

Dated: _____

LAW OFFICES OF AYALA &
WILLIAMS/CHICAGO WORKERS
COLLABORATIVE

By: _____
Christopher J. Williams
Class Counsel and Plaintiffs' Attorney

05/19/25 | 2:24 PM EDT
Dated: _____

RETURNS 'R' US, INC. D/B/A PHARMA
LOGISTICS, LTD.

Signed by:
By:  _____
002D42C4E9594CB...

Title: COO _____

Representative of Returns 'R' Us, Inc. d/b/a Pharma
Logistics, Ltd.

Dated: _____

COZEN O'CONNOR

By: _____
Melissa Siebert
Defendant's Attorney

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

You may benefit from this. Please read it carefully. You are not being sued.

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

JUAN RODRIGUEZ and DAMIAN CASTRO,)	
individually and on behalf)	
of all others similarly situated,)	
)	
Plaintiffs,)	Case No. 21 CH 0000264
)	
v.)	Hon. Daniel L. Jasica
)	
RETURNS ‘R’ US, INC., d/b/a PHARMA)	
LOGISTICS, LTD.,)	
)	
Defendant.)	

NOTICE OF CLASS ACTION SETTLEMENT

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE REQUIRED TO SCAN YOUR FINGER OR OTHER BODY PART FOR EMPLOYEE TIMEKEEPING PURPOSES BY RETURNS ‘R’ US, INC. D/B/A PHARMA LOGISTICS, LTD. AT ANY TIME BETWEEN DECEMBER 24, 2018 TO [PRELIMINARY APPROVAL DATE] IN THE STATE OF ILLINOIS.

A. WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed Settlement (“Settlement”) in a class action lawsuit, *Rodriguez, et al. v. Returns ‘R’ US, Inc., d/b/a Pharma Logistics, Ltd.* Case No. 21 CH 0000264, in the Circuit Court of Lake County, Illinois (“Lawsuit”). The Settlement would resolve a lawsuit brought on behalf of persons who allege that Returns ‘R’ US, Inc., d/b/a Pharma Logistics, Ltd. (“Defendant”) required workers/its employees to provide their biometric identifiers and/or biometric information for timekeeping purposes in the State of Illinois without first providing them with legally required written disclosures and obtaining written consent, in alleged violation of the Illinois Biometric Information Privacy Act (“BIPA”). Defendant denies these claims and denies that it violated BIPA or any other applicable law. If you received this Notice, you have been identified as someone who may have been required to provide your biometric identifiers and/or biometric information to Defendant for timekeeping purposes in the State of Illinois between December 24, 2018 to [PRELIMINARY APPROVAL DATE]. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of Settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

B. WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from capturing, obtaining, storing, transferring, and/or using biometric identifiers and/or information, such as finger scans, of an individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. This Lawsuit alleges that Defendant violated BIPA by requiring current and/or former workers/employees to have their finger scanned for timekeeping purposes in the State of Illinois between December 24, 2018 and [PRELIMINARY APPROVAL DATE], without first providing the requisite disclosures or obtaining the requisite consent. Defendant denies these claims, denies the allegations in the Lawsuit, and denies that it violated BIPA or any other law. The Court has not decided the merits of the claims against Defendant or Defendant’s defenses to those claims. Both sides agreed to the Settlement to resolve the Lawsuit to avoid further litigation, and the risks associated therewith.

C. WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” brings a lawsuit on behalf of other people who have similar claims. All of these people together are a “Settlement Class” or “Settlement Class Members” for the purposes of this Settlement. Once a Settlement Class is certified for the purposes of Settlement only, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

D. WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant and the Released Parties. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and a Class Representative Award to the Class Representative, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can submit a Claim Form to receive the benefits offered by the Settlement. Class members may also exclude themselves from the Settlement Class, or object to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

E. WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, at any time between December 24, 2018 and [PRELIMINARY APPROVAL DATE], you were employed by Defendant within the State of Illinois and used a finger-scan timekeeping device, and did not previously sign a BIPA-compliant consent or waiver. You will be considered a member of the Settlement Class unless you properly execute and file a timely request for exclusion from the Class as explained below.

F. WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement and claim your settlement funds, **you must submit a Claim Form** by **[CLAIMS DEADLINE]**. The Claim Form is provided with this notice below. To make a claim, fill out the Claim Form and place in the self-addressed envelope that is also included with this Notice. You do not need to apply postage to the envelope – you can simply place it in the US mail.

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. If required by law, you may also be sent a 1099 tax reporting form.

(2) 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 Defendant or Released Parties regarding any legal claims arising out of or relating to the allegations in the Lawsuit. You will lose your right to sue Defendant and the other Released Parties for alleged violations of BIPA and all other Released Claims as defined in the Settlement Agreement.

(3) Exclude yourself.

If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement by **[EXCLUSION DEADLINE]**. If you do this, you will NOT get a settlement payment or other benefits. To exclude yourself from the Settlement, you must mail your written request for exclusion to the Settlement Administrator (contact information below). Your written request for exclusion must be postmarked by **[EXCLUSION DEADLINE]**, include: (a) your full name, address, and current telephone number; (b) the case name and number of this Lawsuit; (c) the date range during which you were employed by or worked for Defendant; (d) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (e) the identification of any other exclusion requests you have filed, or have had filed on your behalf, in any other class action cases in the last five years; and (f) your signature. If represented by counsel, you must also provide the name and telephone number of your counsel. If you exclude yourself, you will not receive money or any other benefits from this Settlement, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Defendant and Released Parties **at your own risk and expense**. You cannot exclude yourself by phone.

(4) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of Lake County, Illinois. The objection must be received by the Court no later than **[OBJECTION DEADLINE]**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (address below), as well as the attorney representing Defendant: Melissa Siebert, Cozen O'Connor, 123 N. Wacker Dr, Suite 1800 Chicago, IL 60606, postmarked no later than **[OBJECTION DEADLINE]**. Any objection to the proposed Settlement must include your (i) full name,

address, and telephone number; (ii) the case name and number of this Lawsuit; (iii) the date range during which you were employed by or worked for Defendant; (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 you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (vi) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **[OBJECTION DEADLINE]**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which to be held on **[FINAL HEARING DATE AND TIME]**, in **[FINAL APPROVAL LOCATION]**, in person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a Class Representative Award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

G. WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payment. Defendant has agreed to create a Settlement Fund for the Settlement Class Members. All Settlement Class Members are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely and complete claim form ("Claimant") will be entitled to an equal payment out of the Settlement Fund, depending on the number of Settlement Class Members who submit claims. The settlement award you will receive will be determined as follows:

Defendant has guaranteed funding an amount of \$15,000, or 20% of the Maximum Settlement Fund to pay claimants, equating to 20 of the 101 Settlement Class Members submitting Claims.

- i The \$15,000 fund will be distributed evenly among Settlement Class Members submitting Claims if fewer than 20 Settlement Class Members Submit Claims. Twenty claims submitted would equate to a \$750 Cash Payment to each Claimant.
- ii If between 21 and 29 Settlement Class Members submit Claims, each of them will receive a Cash Payment of \$735.30.
- iii If 30 or more Settlement Class Members submit Claims, the Maximum Settlement Fund will convert to a *pro rata* fund, with each Claimant receiving a *pro rata* or proportionate share of the total \$75,000 Settlement Fund less the costs of claims administration up to \$10,000, attorneys' fees and costs in the amount of \$33,320 and service awards in the amount of \$5,000 to each of the two Plaintiffs as approved by the Court.

All checks issued to Claimants will expire and become void 180 days after they are issued.

H. WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties and their related entities and relating to the use of the biometric Timekeeping System during the Class Period. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

I. WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

J. WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes only, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **FINAL APPROVAL DATE / TIME / LOCATION**.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the Lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Settlement Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the Lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

K. WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Christopher J. Williams

Law Offices of Ayala & Williams
4311 N. Ravenswood, Ste. 100
Chicago, IL 60646
(312) 945-8737
cwilliams@ayalawilliams.com

Jacqueline H. Villanueva
Danya M. Moodabagil
Chicago Workers Collaborative
300 Grand Avenue
Waukegan, IL 50085
(847) 596-7491
jvillanueva@chicagoworkerscollaborative.org
danya@chicagoworkerscollaborative.org

Kevin Herrera
Mark Birhanu
Raise the Floor Alliance – Legal Department
1 N. La Salle St. Ste. 1295
Chicago, IL 60602

L. WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this Lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained by going to [www.\[INSERT WEBSITE\].com](http://www.[INSERT WEBSITE].com) and inputting the name of the case. If you have any questions, you can also call at the number or email addresses set forth above. In addition to all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

CLAIM FORM

Rodriguez, et al. v. Returns 'R' US, Inc., d/b/a Pharma Logistics, Ltd. Case No. 21 CH 0000264, CIRCUIT COURT OF LAKE COUNTY, ILLINOIS

If you wish to participate in the Settlement, you **must** take all of the following steps: (1) Complete all sections of the Claim Form below; (2) sign and date the Claim Form, attesting that the statements and information you have provided are true and correct; and (3) place the completed Claim Form in the self-addressed stamped envelope that is included in this notice packet, and (4) place in the US Mail.

You must mail this Claim Form by [Claims Deadline] for it to be considered valid. If you do not mail in this Claim Form by the [Claims Deadline] you will forfeit any payment and benefits to which you are eligible under the settlement.

Your Name: _____
First Middle Last

Your Address: _____
Street Apt. City State Zip Code

Your Telephone Number: _____ **(You may be contacted if further information is necessary)**

I understand that this lawsuit, entitled *Rodriguez, et al. v. Returns 'R' US, Inc., d/b/a Pharma Logistics, Ltd.* Case No. 21 CH 0000264, ("Lawsuit") is pending in the Circuit Court of Lake County, Illinois, alleging that Defendant required certain employees to scan their finger as part of clocking in and out for work without allegedly first providing them with written notice and obtaining written consent under the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1 *et seq.* Defendant denies all of Plaintiffs' allegations and any alleged wrongdoing.

I hereby agree to participate in the Settlement entered in the Lawsuit and approved by the Court.

Signature: _____ **Date:** _____

Exhibit B

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

JUAN RODRIGUEZ and DAMIAN CASTRO,	)	
individually and on behalf	)	
of all others similarly situated,	)	
	)	
Plaintiffs,	)	Case No. 21 CH 0000264
	)	
v.	)	Hon. Daniel L. Jasica
	)	
RETURNS ‘R’ US, INC., d/b/a PHARMA	)	
LOGISTICS, LTD.,	)	
	)	
Defendant.	)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion, the Settlement Agreement and Release (“Settlement Agreement”) between Juan Rodriguez and Damian Castro (“Plaintiffs”) and Returns ‘R’ Us, Inc., d/b/a Pharma Logistics, Ltd. (“Defendant,” and, together, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement, attached hereto as Attachment 1 and part of this Order, are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

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, the following Settlement Class consisting of:

All persons who have been employed by Defendant at Returns ‘R’ US, Inc., d/b/a Pharma Logistics, Ltd. in Illinois from December 24, 2018 to [the date of Preliminary Approval], who used a finger-scan timekeeping device, and who did not sign a BIPA compliant consent or waiver.

5. The list of 101 individuals who comprise the Settlement Class is attached to the Parties’ Term Sheet as Exhibit A (“Settlement Class List”). In the event of a dispute between the above definition and the Settlement Class List, the Settlement Class List shall govern.

6. The claims hereby being certified for settlement purposes are limited to the Released Claims as defined in the Settlement Agreement attached hereto as Attachment 1.

7. For settlement purposes only, Plaintiffs Juan Rodriguez and Damian Castro are hereby appointed as Class Representatives.

8. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Christopher J. Williams
Law Offices of Ayala & Williams
4311 N. Ravenswood, Ste. 100
Chicago, IL 60646

Jacqueline H. Villanueva
Danya M. Moodabagil
Chicago Workers Collaborative
300 Grand Avenue
Waukegan, IL 50085

Kevin Herrera
Mark Birhanu
Raise the Floor Alliance – Legal
Department
1 N. La Salle St. Ste. 1295
Chicago, IL 60602

9. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Lawsuit in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, 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 Order will be vacated in its entirety.

10. The Court approves, in form and content, the Notice of Proposed Class Action Settlement and Settlement Claim Form, (collectively "Class Notice and Claim Form") attached to the Settlement Agreement as Exhibit A, and finds that Exhibit A meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process.

11. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current or former employees of, or current or former workers at, Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The

Parties, by agreement, may revise the Claim Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

12. The Court appoints Atticus Administration, LLC as Settlement Administrator. The Settlement Administrator is vested with authority to carry out the Notice as set forth in the Settlement Agreement.

13. The distribution of the Claim Notice and Claim Form as set forth in the Settlement Agreement shall proceed.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against the Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

15. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator, by first class mail, postage prepaid, and postmarked, no later than [EXCLUSION DEADLINE].

16. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing: : (a) his/her full name, address, and current telephone number; (b) the case name

and number of this Lawsuit; (c) the date range during which he/she was employed by or worked for Defendant; (d) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (e) the identification of any other exclusion requests he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (f) his/her signature. If represented by counsel, he/she must also provide the name and telephone number of their counsel. Any request for exclusion submitted via first class mail must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

17. Any person in the Settlement Class who elects to be excluded pursuant to the Class Notice shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the 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.

18. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed thirty three thousand three hundred and twenty dollars (\$33,320.00) in attorneys' fees, plus their reasonable costs and expenses, as well as a total Class Representative Award of ten thousand dollars (\$10,000.00) for the Class Representatives. Class Counsel shall file their motion for fees and the Class Representative Award at least 7 days before the Objection/Exclusion Deadline identified in Paragraphs 15 and 19.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class pursuant to the Class Notice, and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that

Class Counsel intends to seek and the payment of the Class Representative Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 18 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **[OBJECTION DEADLINE]**. Addresses for Class Counsel, Defendant's Counsel, and the Clerk of Court are as follows:

Class Counsel

Christopher J. Williams
Law Offices of Ayala & Williams
4311 N. Ravenswood, Ste. 100
Chicago, IL 60646
(312) 945-8737
cwilliams@ayalawilliams.com

Jacqueline H. Villanueva
Danya M. Moodabagil
Chicago Workers Collaborative
300 Grand Avenue
Waukegan, IL 50085
(847) 596-7491
jvillanueva@chicagoworkerscollaborative.org
danya@chicagoworkerscollaborative.org

Kevin Herrera
Mark Birhanu
Raise the Floor Alliance – Legal Department
1 N. La Salle St. Ste. 1295
Chicago, IL 60602

Defendant's Counsel

Melissa Siebert
Cozen O'Connor
123 North Wacker Drive, Suite 1800
Chicago, IL 60606
(312) 474-4491
msiebert@cozen.com

Clerk of Court

Lake County Civil Clerk
18 N. County Street

Waukegan, Illinois 60085

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) his/her full name, address, and telephone number; (ii) the case name and number of this Lawsuit; (iii) the date range and location during which/at which he/she was employed by or worked for Defendant; (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 he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of a Class Representative Award, and to the Final Approval Order and the right to appeal same.

21. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsels' Fee and Expense Application and/or the request for a Class Representative Award

to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

22. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the final approval of the proposed Settlement shall be filed no later than 14 days before the Final Approval Hearing.

24. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

25. A “Final Approval Hearing” shall be held before the Court on [FINAL APPROVAL DATE/TIME] in Courtroom #____ of the Lake County Courthouse, and

via Zoom, (or at such other time or location as the Court may without further notice direct) for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

(d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;

(e) to consider the application for a Class Representative Award to the Class Representative;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

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

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

28. 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.

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

Class List Sent to Administrator:
(7 days after Preliminary Approval): _____

Notice Date
(30 days after Preliminary Approval): _____

Objection Deadline
(60 days after Notice Date): _____

Exclusion Request Deadline
(60 days after Notice Date): _____

Fee and Expense Application
(14 days before Final Approval Hearing): _____

Final Approval Submissions
(14 days before Final Approval Hearing): _____

Final Approval Hearing
(100 days after Preliminary Approval): _____

IT IS SO ORDERED.

ENTERED: _____

Judge

Exhibit C

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

JUAN RODRIGUEZ and DAMIAN CASTRO,)
individually and on behalf)
of all others similarly situated,)

Plaintiffs,)

v.)

RETURNS ‘R’ US, INC., d/b/a PHARMA)
LOGISTICS, LTD.,)

Defendant.)

Case No. 21 CH 0000264

Hon. Daniel L. Jasica

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Juan Rodriguez and Damian Castro (“Plaintiffs”), individually and on behalf of the Settlement Class, and Returns ‘R’ US, Inc., d/b/a Pharma Logistics, Ltd. (“Defendant”, and, together, the “Parties”).

2. This Court has jurisdiction over the subject matter of the case of *Juan Rodriguez and Damian Castro v. Returns ‘R’ US, Inc., d/b/a Pharma Logistics, Ltd.*, Case No. 21CH0000264 (the “Lawsuit”) and personal jurisdiction over all parties to the Lawsuit, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated [PRELIMINARY APPROVAL DATE], and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary

Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on [FINAL HEARING DATE], at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement, attached hereto as Attachment 1 and part of this Order, is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Lawsuit, and the fact that the Settlement Agreement is the result of arms-length negotiations further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All persons who have been employed by Defendant at Returns 'R' US, Inc., d/b/a Pharma Logistics, Ltd. in Illinois from December 24, 2018 to [the date of Preliminary Approval], who used a finger-scan timekeeping device, and who did not sign a BIPA compliant consent or waiver.

8. The list of 101 individuals who comprise the Settlement Class is attached to the Parties' Term Sheet as Exhibit A ("Settlement Class List"). In the event of a dispute between the above definition and the Settlement Class List, the Settlement Class List shall govern.

9. The claims hereby being certified for settlement purposes are limited to the Released Claims as defined in the Settlement Agreement attached hereto as Attachment 1.

10. The persons who are listed on Attachment 2 to this order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this

Final Order and Judgment. Additionally excluded from the Settlement Class are any individuals not included on the Settlement Class List.

11. For settlement purposes only, the Court confirms the appointment of Plaintiffs as Class Representatives of the Settlement Class.

12. For settlement purposes only, the Court confirms the appointment of Class Counsel, and finds they are experienced in class litigation, and have adequately represented the Settlement Class.

13. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

14. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

15. 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.

16. The Court dismisses the Lawsuit with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against Defendant. The Court adjudges that the Released Claims are

released against the Defendant and the Released Parties.

17. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not validly opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as defined under the Settlement Agreement.

18. The Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist at the time that the Settlement Agreement, and the releases contained therein, become effective.

19. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective affiliates, assigns, heirs, executors, administrators, successors, and agents, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Plaintiff 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 against any of the Released Parties.

21. The Court approves payment of attorneys' fees in the amount of [\$] and reimbursable litigation costs and expenses to Class Counsel in the amount of [\$]. This amount shall be paid from the Settlement Payment in accordance with the terms of the Settlement

Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: first, the Court finds that the Settlement provides substantial benefits to the Settlement Class; second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel; third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members; and finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

22. The Court approves the requested Class Representative Award in the amount of five thousand dollars (\$5,000.00) each to the two Class Representatives, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation, and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Payment in accordance with the terms of the Settlement Agreement.

23. 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 Released Parties 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 Released Parties. The final approval of the Settlement Agreement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

24. 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.

25. 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 Settlement Class Members.

IT IS SO ORDERED.

ENTERED: _____

Judge

Signature: 
Juan Rodriguez (May 28, 2025 13:53 CDT)
Email: jcro62@gmail.com

Signature: 
Damian Castro (May 28, 2025 16:24 CDT)
Email: debo.dc24@ymail.com

25_0521 Rodriguez v. Pharma-Settlement Agreement and Release-with Court directed revisions-FINAL

Final Audit Report

2025-05-28

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