

Exhibit A

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

MATTHEW R. HERMAN,)	
individually and on behalf of)	
himself and all others similarly situated,)	
)	
Plaintiff,)	Case No. 2024CH000020
)	
v.)	
)	
MISSOURI FIESTA, INC. and)	
W&M RESTAURANTS, INC.,)	
)	
Defendants.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”) is made by Plaintiff Matthew R. Herman (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the settlement class (“Settlement Class”) members Plaintiff seeks to represent, and Missouri Fiesta, Inc. and W&M Restaurants, Inc. (collectively, “Defendants”, with “Plaintiff”, the “Parties”), in the above-captioned action (“Action”).

RECITALS

- A. On March 21, 2024, Plaintiff filed his Class Action complaint in the Circuit Court of Sangamon County, alleging violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*, and seeking injunctive relief for violations of BIPA individually and on behalf of others similarly situated.
- B. Defendants have appeared by counsel and have answered the operative Complaint.
- C. Soon after the lawsuit (“Lawsuit”) was filed, the Parties began informal settlement discussions and exchanged relevant documents and information to facilitate these settlement discussions.
- D. Plaintiff made a written settlement demand on July 24, 2024.
- E. Thereafter, the Parties’ engaged in more formal, good faith, arm’s-length settlement negotiations that continued through January 2025.

- F. The Parties executed a term sheet on about January 27, 2025 containing the primary terms of this Settlement, ultimately resulting in this Settlement Agreement.
- G. The Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions and have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.
- H. Defendants deny and continue to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or members of the Settlement Class (as defined below) have asserted in this Action or may in the future assert. Despite Defendants' belief that they are not liable for and have good defenses to the claims alleged in the Action, Defendants desire to settle the Action and thus avoid the burden, expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability on the part of Defendants.
- I. The Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Action (defined below) and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing (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 availability of insurance and the amount of insurance available; and (f) the Plaintiff's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class.
- J. 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.
- K. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasing Parties (as defined below)

release the Releasees (as defined below) of the Released Claims (as defined below), without costs to the Releasees, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

SETTLEMENT TERMS

I. DEFINITIONS

1. “**Action**” shall mean the action titled *Herman v. Missouri Fiesta, Inc., et al.*, Case No. 2024CH000020, currently pending in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois.
2. “**Administrative Expenses**” shall mean expenses associated with the Settlement Administrator (defined below), including but not limited to costs of providing notice, communicating with Settlement Class Members, establishing and maintaining a settlement website, and disbursing payments to Authorized Payees (defined below). All Administrative Expenses shall be deducted from the Settlement Fund.
3. “**Agreement**” or “**Settlement Agreement**” shall mean this document, including all exhibits hereto.
4. “**Approved Payments**” shall mean Payments (defined below) for cash compensation via check mailed to Settlement Class Members, Zelle or Venmo who have submitted a valid Claim Form, and have been approved by the Settlement Administrator for payment.
5. “**Authorized Payee**” shall mean a Settlement Class Member who submits a valid Claim Form, and does not timely and validly request exclusion from the Settlement Class.
6. “**Biometric Identifier**” shall mean a fingerprint or scan of a fingertip’s geometry, or scan of hand geometry.
7. “**Biometric Information**” shall mean any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s Biometric Identifier (as defined above) used to identify an individual.
8. “**Claim Form**” shall mean the document substantially in the form attached hereto as Exhibit A, as approved by the Court, that is postmarked by the Claims Deadline (defined below). The date of the postmark on the envelope containing the Claim Form shall be the exclusive means used to determine whether a Claim Form is

timely submitted. The Claim Form, to be completed by Settlement Class Members who wish to file a claim for Approved Payments.

9. **"Claims Deadline"** shall mean the date by which all Claim Forms submitted by a person within the Settlement Class must be postmarked to be an Authorized Payee, and shall be set as a date approximately forty-five (45) calendar days from date of the dissemination of the Notice (defined below), or such other date as ordered by the Court.
10. **"Class," "Settlement Class," "Class Member," or "Settlement Class Member"** shall mean each member of the Settlement Class, as defined in Paragraph 38 of Section II of this Agreement.
11. **"Class Counsel" or "Plaintiff's Counsel"** shall mean the law firms: Carroll Shamburg LLC, The Grant Law Firm, PLLC, and Kantrowitz, Goldhamer & Graifman, P.C.
12. **"Counsel" or "Counsel for the Parties"** shall mean both Class Counsel and Defendants' Counsel, collectively.
13. **"Court"** shall mean the Circuit Court of Sangamon County, Illinois, and the judge assigned to the Lawsuit.
14. **"Defendants"** shall mean, collectively, Missouri Fiesta, Inc. and W&M Restaurants, Inc., and is intended to include their insurers, officers, directors, shareholders, parents, subsidiaries and successors.
15. **"Defendants' Counsel"** shall mean Eric L. Samore and Michael M. Chang of Amundsen Davis, LLC.
16. **"Payment(s)"** shall mean a payment mailed to each Authorized Payee pursuant to this Agreement.
17. **"Effective Date"** shall mean the date when the Settlement Agreement becomes Final.
18. **"Fee and Expense Petition"** shall mean the motion to be filed by Class Counsel, in which it seeks approval of an award of attorneys' fees, and reimbursement of out of pocket costs and expenses.
19. **"Fee Award"** shall mean the amount of attorneys' fees and reimbursement of out of pocket final costs and expenses awarded by the Court to Class Counsel as set forth in Section XIV of this Agreement.

20. **“Final”, “Final Approval” or “Effective Date”** shall mean the date that: (i) the Court enters a Final Approval Order, dismissing with prejudice the claims of all Class members (including Plaintiff) who do not properly exclude themselves; and (ii) the date for filing an appeal from such Final Approval Order has expired or, if there is an appeal, the settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review.
21. **“Final Approval Hearing”** shall mean the hearing before the Court where the Plaintiff will request a final judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an Incentive Award to the Class Representative. The date for the Final Approval Hearing shall be approximately ninety (90) calendar days after entry of the Preliminary Approval Order or as otherwise set by the Court.
22. **“Final Approval Order”** shall mean an order entered by the Court that:
- A. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - B. Finds that the Settlement Agreement 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 Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - D. Approves the Release provided in Section VI and orders that, as of the Effective Date, the Released Claims will be released as to the Releasees; 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.
- A Final Approval Order shall be proposed to the Court in substantially the form of the Final Order and Judgment attached as Exhibit C.
23. **“Incentive Award”** shall have the meaning ascribed to it as set forth in Section XIV of this Agreement.
24. **“Settlement Payment”** shall mean the amount equal to the Net Settlement Amount (defined below) divided by the number of Settlement Class Members.
25. **“Net Settlement Amount”** shall mean the Settlement Fund, less Administrative Expenses, the Fee Award, and the Incentive Award. Any and all funds that are not claimed by the Settlement Class members, or which do not constitute

Administrative Expenses, the Fee Award, or the Incentive Award, shall revert and remain the property of Defendants or their insurers (“Insurers”).

26. **“Notice”** shall mean the direct notice of this proposed Settlement and corresponding Claim Form, that is to be provided substantially in the manner set forth in Section VIII of this Agreement and as attached as Exhibit A and is consistent with the requirements of Due Process. The date on which the Notice is sent shall be the “Notice Date.”
27. **“Notice Date”** shall mean the date upon which the Claims Administrator disseminates the Notice to Settlement Class Members.
28. **“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 a date approximately forty-five (45) calendar days from the Notice Date or date of dissemination of the Notice, or such other date as ordered by the Court.
29. **“Parties”** shall mean Plaintiff and Defendants, collectively.
30. **“Plaintiff”** or **“Class Representative”** shall mean the named class representative, Matthew R. Herman.
31. **“Preliminary Approval Order”** shall mean the Court’s order preliminarily approving the Settlement Agreement, conditionally certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement and attached to this Agreement as Exhibit A. A Preliminary Approval Order shall be proposed to the Court in substantially the form attached as Exhibit B.
32. **“Released Claims”** shall mean any and all known and unknown claims or demands against the Releasees arising out of, directly or indirectly resulting from, involving, or related to Defendants’ 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 BIPA or any other federal, state, or local statute, regulation, or common law, (2) any claims arising under BIPA that could have been asserted against Defendants. The Released Claims include any known or unknown claims or demands based upon, arising out of, directly or indirectly resulting from, or involving the facts, circumstances and situations alleged in the Action, whether alleged or that could have been alleged in the Action under any federal, state, or local statute, regulation, or common law, including but not limited to any tort or privacy claim.

33. **“Releasees”** shall refer, jointly and severally, and individually and collectively, to Defendants and each of their present or former predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, affiliated companies, divisions, associates, affiliated and related entities, employers, employees, biometric consultants, directors, managing directors, officers, partners, principals, members, attorneys, biometric or time keeping vendors, insurers, reinsurers, shareholders, and any and all present and former companies, firms, trusts, or corporations, in which the Defendants have a controlling interest. The term “Releasees” shall specifically not include Theodore “Ted” J. Schroeder, Union Insurance Agency, Inc. d/b/a Trader Insurance, and their employees, agents, officers, directors, predecessors, successors, assigns and heirs.
34. **“Releasing Parties”** shall refer, jointly and severally, and individually and collectively, to Plaintiff and the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, agents, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.
35. **“Settlement Administrator”** shall mean Analytics Consulting LLC, or other administrator mutually agreed upon between the Parties.
36. **“Settlement Fund”** shall mean a cash settlement fund to be established by Defendants up to an amount equal to \$526,500 based on a gross award of \$808.75 per each Settlement Class Member (651), and inclusive of any attorneys’ fee award, including costs, Incentive Award, and costs of administration. Defendants’ funding obligation shall be limited to an amount to be determined based upon the number of valid Claim Forms submitted, multiplied by the gross award of \$808.75, from which the attorneys’ fee and cost award, Incentive Award, and costs of administration shall be deducted. In the event that the proportionate share of the attorneys’ fees and costs awarded and to be borne by each class member (\$323.50), in the aggregate is below \$210,600, or whatever amount is awarded by the Court, the Defendants shall fund that remaining difference so that total attorneys’ fees and expenses total \$210,600 or such other amount as is awarded by the Court. In no event shall Defendants’ funding obligation exceed \$526,500.

II. CERTIFICATION OF THE SETTLEMENT CLASS

37. **Class Certification for Settlement Purposes.**
 - A. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 38, below; (b) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (c) Plaintiff’s Counsel shall be appointed as Class Counsel.

- B. Defendants do not consent to certification of the Class for any purpose other than to effectuate the Settlement.
- C. If the Court does not enter a Final Approval Order finally approving the Settlement Agreement without material change, material amendment or material modification, except as otherwise agreed to by the Parties or if for any other reason Final Approval of the Settlement Agreement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions *status quo ante* with respect to the Lawsuit as if the Agreement had not been entered into. In the event that Final Approval is not achieved, any court orders preliminarily or finally approving the certification of any Settlement Class contemplated by the Agreement and any other orders entered pursuant to the Agreement shall be null, void, and vacated, unless otherwise agreed to by the Parties.

38. **The Settlement Class.** The Settlement Class is comprised of all individuals within the State of Illinois, who are current or former employees of the Defendants, and may have used the Defendants' Par Tech Inc. Point-of-Sale System with a finger scanner between the period of March 21, 2019 to August 31, 2022, inclusive.

Excluded from the Settlement Class are all persons who properly elect and timely request to exclude themselves from the Settlement Class and their legal representatives, successors, or assigns, Defendants, as defined in this Agreement, and the Court and Court staff to whom this case is assigned, and any member of the Court's or Court staff's immediate family.

39. **No Admission.** If for any reason the Settlement Agreement is not granted Preliminary and/or Final Approval, Defendants' agreement to certification of the Settlement Class shall not be used for any purpose, including but not limited to in any request for class certification in the Lawsuit or any other proceeding.

III. **SETTLEMENT OF LAWSUIT AND ALL CLAIMS AGAINST RELEASEES**

40. Final Approval of this Settlement Agreement will settle and resolve with finality on behalf of the Releasing Parties all of the Released Claims against the Releasees.

IV. **SETTLEMENT FUND**

41. The Settlement Fund.

Subject to the receipt by Defendants prior to the filing of the Motion for Preliminary Approval, of this fully-executed Settlement Agreement; subject to the entry of the Final Approval Order without material change, material amendment, or material modification, which is Final; subject to the occurrence of the Effective Date; and subject to the receipt

by Defendants' counsel within three days after filing of the Motion for Preliminary Approval of the W-9 of counsel for Plaintiff, the W-9 of the Settlement Administrator, the W-9 of the Plaintiff, and the name of the payee for the settlement check, and the address to which the Settlement Funds should be sent, the Settlement Fund shall be used to pay Payments to Authorized Payees (as set forth in the Distribution Plan in Section V), the Fee Award (in accordance with Section XIV), the Incentive Award to the Class Representative (in accordance with Section XIV), and the Administrative Expenses to the Settlement Administrator (as provided in Paragraph 59).

- A. Within ten (10) business days after the Court enters the Preliminary Approval Order, Defendants shall pay \$5,000 to the Settlement Administrator for Notice and Settlement Administration costs, which shall be credited against and come from the Settlement Fund. This initial payment is subject to the receipt by Defendants and their insurers prior to the filing of the Motion for Preliminary Approval of this fully-executed Settlement Agreement; entry of the Preliminary Approval Order without material change, material amendment, or material modification; and receipt by Defendants' counsel three days after the filing of Motion for Preliminary Approval the W-9 of counsel for Plaintiff, the W-9 of the Settlement Administrator, the W-9 of the Plaintiff, and the name of the payee for the check, and the address to which the initial payment should be sent. The W-9s for Class Counsel and Plaintiff shall also be sent prior to Preliminary Approval being entered.
- B. Defendants or their insurers shall pay the total amount comprised of the Payments to Authorized Payees, Administrative Expenses, the Fee Award, and the Incentive Award, to the Settlement Administrator upon expiration of seven (7) business days after the last of the following occurs:
 - i. the Court enters a Final Approval Order, dismissing with prejudice the claims of all Class members (including Plaintiff) who do not properly exclude themselves;
 - ii. the date for filing an appeal from such Final Approval Order has expired or, if there is an appeal, the Settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review; and
 - iii. The Effective Date has occurred.
- C. Provided that a Final Approval Order is entered by the Court finally approving the Settlement Agreement without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Payments for the Fee Award, Administrative Expenses, Incentive

Award and for payments to Authorized Payees in exchange for a release of all Releasees from Released Claims by the Releasing Parties, and dismissal of the Lawsuit with prejudice.

- D. The Settlement Fund represents the total extent of Defendants' monetary obligations under the Settlement Agreement. Defendants' contributions to the Settlement Fund shall be fixed under this Section and final. Defendants and the other Releasees shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
 - E. The Court may require changes to the allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Released Claims, the scope of the Settlement Class, and the amount of the Settlement Fund.
42. Authorized Payees (as defined in this Agreement) are entitled to a Settlement Payment in accordance with the Distribution Plan in Section V and as calculated in Paragraph 44 to 49.
43. Procedure for Approving Settlement.
- A. The Plaintiff will file an unopposed motion for an order conditionally certifying the Class for settlement purposes, granting Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Notice and Claim Form (the "Unopposed Motion for Preliminary Approval") and the process for disseminating the Notice.
 - 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 Preliminary Approval Order in substantially the form appended hereto as Exhibit B, granting conditional certification of the Class for settlement purposes and preliminary approval of the Settlement Agreement; appointing the Class Representative, the Settlement Administrator and Class Counsel; approving the form of Notice of the Settlement to the Class; and setting the Final Approval Hearing.
 - C. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified for settlement purposes only in accordance with the definition and on the terms contained above, that the Plaintiff shall be conditionally appointed Class Representative, and that Plaintiff's Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to

preliminarily approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of attempting to reach an agreement as close to this Settlement Agreement as possible.

V. DISTRIBUTION PLAN

44. **Initial Payments.** Except as otherwise provided, on or before 7 calendar days after the Effective Date, the Settlement Administrator shall deduct the Fee Award, Incentive Award, and Administrative Expenses from the Settlement Fund and deliver them to the appropriate individuals or entities entitled to them, in accordance with the terms of the Agreement, the Court's Final Approval Order, and in the case of the Fee Award, instructions from Class Counsel.
45. **Authorized Payee Settlement Award Calculations.** Each Settlement Class Member who submits a proper, and fully completed Claim Form as determined by the Claims Administrator, thereby becoming an Authorized Payee, shall receive a Settlement Payment.
46. **Distribution of Settlement Payment to Authorized Payees.** Authorized Payees shall receive their Settlement Payment by check, Venmo, or Zelle. Checks shall be mailed by the Settlement Administrator within forty-five (45) calendar days following the Effective Date. Venmo and Zelle distributions shall be made within 45 days following the Effective Date.
47. **Address Verification and Returned Checks.** Prior to mailing checks under this Settlement, the Settlement Administrator shall attempt to update the last known addresses of Authorized Payees through the National Change of Address database. The Administrator shall conduct commercially reasonable methods to identify the address of any Authorized Payees whose check is returned by the postal service with no forwarding address. Authorized Payees' checks returned with a forwarding address shall be remailed to the new address within fourteen (14) calendar days.
48. **Uncashed Settlement Checks.** Any checks disbursed to Authorized Payees from the Settlement Fund that remain uncashed for any reason for 120 calendar days after their date of issuance shall be deemed void and will not be re-issued for any reason. Any uncashed check funds shall revert to the Defendants or their insurers.
49. **No Claims Related to Distribution Calculations.** No person or entity shall have any claim against Defendants, Defendants' Counsel, the Plaintiff, the Settlement Class Members, Class Counsel, or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

VI. RELEASE

50. As of the Effective Date, and with the Final Approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against the Releasees. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.
51. Each Releasing Party 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 described in Section VI of this Agreement.
52. Upon the Effective Date, the Releasees release any and all claims, counter claims, or cross claims that could have been asserted against Plaintiff, his agents, and Class Counsel in the Lawsuit.

VII. PRELIMINARY APPROVAL AND FINAL APPROVAL OF THIS AGREEMENT

53. **Approval of the Court.** This Settlement Agreement shall be subject to approval of the Court. As set forth in Section XIII, Defendants shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement.
54. **Requesting Preliminary Approval of the Settlement Agreement.** The Plaintiff, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court as described in Paragraph 43 and shall move the Court for Preliminary Approval of the Settlement on consent as set forth in this Agreement, including for the conditional certification of the Settlement Class for settlement purposes, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B. The Preliminary Approval Order shall seek approval of the Notice in accordance with the Notice plan described in Section VIII, and that distribution of the Notice as set forth therein, is consistent with due process, and shall seek a Final Approval Hearing date consistent with terms of this Agreement.
55. **Requesting a Final Approval Hearing.** At the time of the submission of this Settlement Agreement to the Court as described in Paragraph 43 the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing within approximately ninety (90) calendar days of entry of the Preliminary Approval Order and approve the Settlement of the Lawsuit as set forth in this Agreement.
56. **Requesting Final Approval of the Settlement Agreement.** At least fourteen (14) calendar days prior to the Final Approval Hearing, or by some other date if so

directed by the Court, the Plaintiff will move for: (a) final approval of the Settlement Agreement; (b) final appointment of the Class Representative and Class Counsel; and (c) final certification of the Settlement Class for settlement purposes, including for the entry of a Final Order and Judgment substantially in the form of the Final Approval Order at Exhibit C, and file a memorandum of law in support of the motion for Final Approval.

VIII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

57. Class List.

- A. Defendants shall create and submit a Class List to the Settlement Administrator and Class Counsel of the 651 individuals who are Class Members based on readily available information within its possession (“Class List”).
- B. The Class List shall include the names and last known mailing addresses, and phone numbers (if available) and email addresses (if available) of Class Members. Defendants shall provide the Class List to the Settlement Administrator within fourteen (14) business days after entry of the Preliminary Approval Order.

58. Type and Contents of Notice Required. The Notice, which shall be substantially in the form of Exhibit A attached hereto, shall be used for the purpose of informing potential Settlement Class Members, prior to the Final Approval Hearing, that there is a pending Settlement, and to further inform potential Settlement Class Members how they may: (i) receive a Payment pursuant to this Agreement; (ii) protect their rights regarding the Settlement; (iii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iv) object to any aspect of the proposed Settlement, the Fee Award, and the Incentive Fee Award, 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.

59. Dissemination of the Notice by the Claims Administrator.

- C. Dissemination of the Notice shall be the responsibility of the Claims Administrator. The text of the Notice shall be agreed upon by the Parties, and approved by the Court, and shall be substantially in the form attached as Exhibit A hereto.
- D. Within fourteen (14) calendar days of receipt of the Class List, the Claims Administrator shall send individual Notice via first class U.S. Mail (substantially in the form of Exhibit A).

- E. Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator will create and maintain a settlement website (whose URL will be agreed upon by the Parties), which will provide Settlement Class Members access to relevant settlement administration documents, including the Notice, a downloadable version of the Claim Form relevant case documents, and other relevant material.
- F. Prior to mailing the Notice, the Claims Administrator shall run the Class Members' addresses through the U.S. Postal Service's National Change of Address database and mail the Notice using the most current mailing address information.
- G. If a Notice is returned as undeliverable with a forwarding address, the Claims Administrator shall resend by first class mail the Notice to that forwarding address.
- H. If a mailing address is not available or if a Notice is returned as undeliverable without a forwarding address, the Claims Administrator shall send the Notice via email, if available.
- I. If Notice to a forwarding address is undeliverable and the email Notice is returned as undelivered or unavailable, the Claims 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 to the address so found.

60. **Payment of Administrative Expenses.** Administrative Expenses shall be paid from the Settlement Fund.

IX. REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS

59. 61. **Deadline for Requesting Exclusion from the Settlement Class.** Settlement Class Members will have up to and including forty-five (45) calendar days from the Notice Date to exclude themselves from the Settlement in accordance with this Section. The request for exclusion must be in writing and mailed to the Claims Administrator so that it is postmarked no later than the Objection/Exclusion Deadline.
62. **Effect of Failure to Timely Request Exclusion.** If the Settlement Agreement becomes Final, all Settlement Class Members who have not requested exclusion from the Settlement Class by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasing Party as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the Released Claims alleged by the Settlement Class.
63. **Requesting Exclusion from the Settlement Class.**

- A. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
 - B. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing (1) his/her name, address, and telephone number; (2) the name and number of this case; (3) a statement that he/she wishes to be excluded from the Settlement Class; and (4) a signature.
 - C. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked on or before the Objection/Exclusion Deadline, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
 - D. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed. 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 on behalf of any other person within the Settlement Class.
64. **Effect of Requesting Exclusion.** Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any Final Approval Order or any Judgment finally approving the Settlement; (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.
65. **Exclusion List.** Within five (5) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendants’ Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
66. **Filing an Exclusion List with the Court.** A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for Final Approval of the Settlement.

X. OBJECTING TO THE SETTLEMENT, FEE PETITION AND INCENTIVE AWARD

67. **Notifying Class Members of the Right to Object.** The Notice shall advise Settlement Class Members of their rights, including the right to object to

the Settlement Agreement and its terms, the Fee Petition, and/or the Incentive Award

68. **Deadline for Objecting to the Settlement.** Settlement Class Members will have up to and including forty-five (45) calendar days from the Notice Date to object to the Settlement, Fee Petition and/or Incentive Award in accordance with the process outlined in this Section. Objections must be postmarked by the Objection/Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an objection has been timely submitted.
69. **Process for Submitting a Notice of Objection.** The Notices shall specify that any objection to this Settlement Agreement, Fee Petition or Incentive Award, and any papers submitted in support of said objection, shall be considered 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 object ("Notice of Objection") with the Court, and at the same time: (a) file copies of such Notice of Objection papers 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 Defendants' Counsel. A copy of the Notice of Objection must also be mailed to the Claims 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.
70. **Contents of Notice of Objection.** Any Settlement Class Member who intends to object to this Settlement Agreement, Fee Petition and/or Incentive Award, must include in any such Notice of 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 Defendants; (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.
71. **Notice of Intent to Appear at the Final Approval Hearing.** Any Class Member who timely submits a written Notice of Objection, has the option to appear and request to be heard at the Final Approval Hearing, either in person or through personal counsel. However, 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 Notice of 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. Only Settlement Class Members who submit timely objections including their notice of their intention to appear may speak at the Final Approval Hearing, unless otherwise allowed by the Court. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorney's fees and costs.

72. **Effect of Failure to Timely Object.** Any Settlement Class Member who fails to timely file and serve a written Notice of Objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall be deemed to have waived any objections, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing, and shall be foreclosed and forever barred from making any objection to the Agreement or seeking any review of the Agreement or its terms by appeal or other means.

XI. FINAL APPROVAL HEARING

73. The Parties will jointly request that the Court hold a Final Approval Hearing within approximately ninety calendar days after the Preliminary Approval Order is entered.
74. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class for settlement purposes pursuant to 735 ILCS 5/2-801 and, if so, (a) consider any properly- and timely-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; (c) whether the Fee Award and Incentive Fee Award are each fair and reasonable; and (c) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, the Fee Award and the Incentive Award.

XII. FINAL APPROVAL ORDER

75. **Dismissal with Prejudice.** The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon in a form substantially like Exhibit C. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.
76. **Contents of the Final Approval Order.** The Parties shall jointly submit to the Court a proposed Final Approval 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 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 of the Settlement Class against the Released Parties in the Lawsuit, without costs and fees except as explicitly provided for in this Agreement.
77. **Use of Best Efforts.** Class Counsel shall use their best efforts to assist Defendants in obtaining dismissal with prejudice of the Lawsuit and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIII. MODIFICATIONS TO AND TERMINATION OF THE SETTLEMENT

78. The Settlement is conditioned upon preliminary and Final Approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.
79. **Termination Events.** Any Party may elect to terminate and cancel this Settlement Agreement within ten (10) calendar 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 subsequently agreed in writing;
 - b. The Court refuses to grant Preliminary Approval of this Agreement;
 - c. The reversal or substantial modification of the Preliminary Approval Order (attached as Exhibit B) or Final Approval Order (attached as Exhibit C);
 - d. More than 7.5% of the Settlement Class opt out of the Settlement;
 - e. The Court refuses to grant Final Approval of this Agreement in any material respect; or
 - f. The Court refuses to enter a final judgment in the Lawsuit in any material respect.
80. **Modifications Suggested by the Court.** If the Court suggests any modifications to the Settlement Agreement or seeks to condition entry of the Preliminary Approval Order, Final Approval Order, or Final Judgment on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, Defendants shall not be obligated to make any additions or

modifications to the Agreement that would affect the benefits provided to Settlement Class Members, or the cost to or burden on Defendants, or the scope of any of the Released Claims contemplated in this Agreement.

- a. **Effect of Termination.** If any Party elects to terminate the Settlement Agreement pursuant to this Section, the Agreement will be deemed null and void *ab initio* and the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and they shall proceed in all respects as if this Agreement, its exhibits, and any related agreements or orders had never been executed or entered.
81. **No Waiver.** Without limiting the foregoing of the other agreements between the Parties in this Agreement, but rather for the sake of clarity, the Parties expressly agree that this Agreement, the settlement discussions leading to this Agreement, and any proceeding related to this Agreement shall not be construed as a waiver by either Party of any claim, defense, or argument.

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

83. No later than thirty (30) calendar days after the Notice Date, Class Counsel shall file its Fee and Expense Petition, wherein it will move the Court for an award of attorneys' fees up to \$210,600, which is 40% of the total Settlement Fund amount of \$526,500, the amount of the benefit conferred on the Class and which shall include reimbursement for filings costs, service of process fees and all costs attendant to the prosecution of the Lawsuit and this Settlement. Defendants will not oppose such a request, and Plaintiff's Counsel will not seek a higher Fee Award and will accept any lower award if ordered by the Court (subject to the right of appeal by Class Counsel and Plaintiff which is not waived).
84. Notwithstanding any contrary provision of this Agreement, and subject to Paragraph 87 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.
85. Class Counsel shall provide the Settlement Administrator with its completed Form W-9 before the payment of the Fee Award is due. Within 7 business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel according to instructions for payment provided by Class Counsel before the payment of the Fee Award is due.

86. Prior to or at the same time as the Plaintiff seeks Final Approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award of \$2,500.00 for the Class Representative, which Defendants will not oppose. Class Counsel shall provide the Settlement Administrator with a Form W-9 for the Plaintiff before the payment of the Incentive Award is due. The Incentive Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator and made out to the Plaintiff within thirty-five (35) calendar days of the Effective Date and delivered to Class Counsel. The finality or effectiveness of the Settlement will not be dependent on the Court awarding the Plaintiff any particular amount of Plaintiff's Incentive Award, and any Incentive Award made by the Court shall not operate to terminate or cancel this Agreement or be deemed material thereto.
87. In no event will Defendants' liability for the Fee Award, Administrative Expenses, and/or an Incentive Award exceed the funding obligations set out in this Agreement of the Settlement Fund. Defendants shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendants 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. Defendants will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel.

XV. MISCELLANEOUS REPRESENTATIONS

88. **Fair, Equitable, and Just.** 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.
89. **Good Faith, Best Efforts, and Cooperation.** 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 Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendants' 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.
90. **Final and Complete Resolution and Bar to Future Suits.** 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 the Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the

Lawsuit was brought by the Plaintiff or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

91. **Representation by Counsel.** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the Released Claims. 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.
92. **Headings.** Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
93. **Waiver.** 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.
94. **Entire Agreement.** 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.
95. **Amendment or Modification.** 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.
96. **Incorporation of Exhibits.** 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.
97. **Extensions of Time.** 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.
98. **Costs.** Except as otherwise provided herein, each Party shall bear its own costs.
99. **No Assignment of Rights or Claims.** The Plaintiff represents and warrants that the Plaintiff has not assigned any claim or right or interest therein as against the Releasees to any other person or party.
100. **Authority.** 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.

101. **No Admission or Waiver.** The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not (a) constitute, be construed, be offered, or received into evidence as an admission of 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.
102. **No Grounds for Certification.** The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes only.
103. **Inadmissible as Evidence.** 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 entered by the Court.
104. **Enforcement of Settlement Agreement.** The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (c) in connection with any motion to enjoin, stay, or dismiss any other action, or (d) to obtain Court approval of the Settlement Agreement.
105. **Execution in Counterparts.** 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.

106. **Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.
107. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
108. **No Construction Against Drafter.** This Agreement is deemed to have been prepared by Counsel for all Parties as a result of good faith, 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.

SIGNATURES ARE ON THE FOLLOWING PAGE

DATED: June 26, 2025

Matthew R. Herman

Matthew Herman

Settlement Class Representative

The Grant Law Firm, PLLC for all Class Counsel

By: Lynda J. Grant

Class Counsel

LYNDA J. GRANT

DATED: _____

Missouri Fiesta, Inc. and W&M Restaurants, Inc.

By: _____

Its: _____

[Signature]

Missouri Fiesta, Inc. and W&M Restaurants, Inc.'s Counsel

DATED: _____

Matthew R. Herman

Settlement Class Representative

Class Counsel

DATED: 6/26/2025

Missouri Fiesta, Inc. and W&M Restaurants, Inc.

By:  _____
2C666016B3E545D

Its: President



Missouri Fiesta, Inc. and W&M Restaurants, Inc.'s Counsel

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

NOTICE OF CLASS ACTION SETTLEMENT

Herman v. Missouri Fiesta, Inc. et al., Case No. 2024CH000020
(Circuit Court of Sangamon County, Illinois)

1. Introduction

A state court in Sangamon County preliminarily approved a class action settlement (“Settlement”)¹ in the lawsuit captioned *Herman v. Missouri Fiesta, Inc. et al.*, Case No. 2024CH000020 (Circuit Court of Sangamon County) (the “Lawsuit”).

The Court has approved this Notice to inform individuals who are included in the Settlement of their rights. As described in more detail below, individuals who are included in the Settlement may:

- (1) submit a valid claim form in order to accept and receive a Settlement Payment, in exchange for giving up certain legal claims they have;
- (2) exclude themselves from the Settlement, not receive a Settlement Payment, and not give up any legal claims;
- (3) object to the Settlement Agreement; and
- (4) not submit a Claim Form, but receive no benefits, and give up certain legal claims they have.

Before any money is paid, the Court will decide whether to grant final approval of the Settlement as fair, reasonable and adequate.

2. What Is this Lawsuit About?

This Lawsuit alleges that Missouri Fiesta, Inc. and W&M Restaurants, Inc. (collectively, “MFI”) violated the Illinois Biometric Information Privacy Act (“BIPA”). Among other things, BIPA prohibits private companies from capturing, collecting, or otherwise obtaining an individual’s biometric identifier or biometric information, including a fingerprint or identifying information based on a fingerprint or handprint, without first providing an individual with certain written disclosures and obtaining written consent, and requires companies to issue a written biometric policy governing when they will delete any biometric identifiers collected, among other things. The Lawsuit alleges that MFI violated BIPA by collecting finger scan data from their employees who may have used the Par Tech Inc.’s Point-of-Sale System (“POS System”) in Illinois without first providing written notice and obtaining written consent, or issuing a written biometric policy.

MFI denies and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever. Despite MFI’s belief that it is not liable for and has good defenses to the claims alleged in the Lawsuit, MFI nonetheless desires to settle the Lawsuit and thus avoid the burden, expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest herein. The Parties agreed to the Settlement to resolve the Lawsuit. The Court did not decide whether MFI violated the law.

¹ All capitalized terms are defined in the Class Action Settlement Agreement (the “Settlement Agreement”).

You can learn more about the Lawsuit by contacting the Claims Administrator, at ()-XXX-XXXX, and at the following website: [INSERT].

3. Who Is Included in the Settlement?

The Settlement Class is comprised of all individuals within the State of Illinois, who are current or former employees of MFI, who may have used the Par Tech Inc. Point-of Sale System with a finger scanner, between the period of March 21, 2019 to August 31, 2022, inclusive. Excluded from the Settlement are: anyone who timely opt-outs of the Settlement and elects to exclude themselves, the Defendants, the Court and staff to whom this case is assigned, and any member of the Court's or its staff's immediate families.

4. What does the Settlement Provide?

The Settlement provides for a total payment up to \$526,500 that MFI has agreed to pay to settle the claims of Settlement Class Members. Subject to Court approval, the gross Settlement Fund shall be reduced by the following: (1) an award of up to 40% of the total Settlement Fund for Class Counsel's attorneys' fees and litigation costs of up to \$210,600; (2) a Service Award of \$2,500 to Class Representative Matthew Herman; and (3) the Settlement Administrator's costs estimated to be no more than \$10,000. Following these reductions, the remaining amount shall be the Net Settlement Amount, which shall be distributed equally to Settlement Class Members who return a valid Claim Form, and who otherwise do not return a completed Opt Out Form ("Settlement Class Participants").

The amount of money each Settlement Class Participant will receive will depend on the number of Settlement Class Members who timely return valid claim forms. Settlement Class Counsel estimate that Settlement Class Participants will receive approximately a gross amount of \$808.75.

Unless Settlement Class Members exclude themselves from the Settlement as explained below, they will give up all claims (the "Released Claims") against the Released Parties arising out of or relating to the alleged collection, storage, possession, disclosure or use of biometric identifiers or biometric information including fingerprints or finger scanning at the POS Systems of MFI in Illinois, between March 21, 2019 and August 31, 2022, including but not limited to claims under BIPA, or any other federal, state, or local statute, regulation or common law.

The "Released Parties" or Releasees include MFI, their present or former predecessors, successors, assigns, parents, subsidiaries, holding companies, employers, employees, and biometric vendors. The full description of the Releasees and the Released Claims are set forth in the Settlement Agreement.

5. What Are a Settlement Class Member's Options?

(1) **Submit a claim form.** If you are a Settlement Class Member and want to receive a Settlement Payment, you must return a valid claim form by [TBD], and a check will be mailed to you at the address provided if the Court grants final approval of the Settlement Alternatively, you can receive your Settlement Payment through Zelle or Venmo as explained in the Claim Form. If required by law, you may also be sent a 1099 tax reporting form. This is the only way to receive payment.

(2) Exclude yourself from the Settlement and receive no money. If you are a Settlement Class Member and do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement in writing by a request to the Claims Administrator at the below address so that it is postmarked on or before _____. If you do this, you will NOT get a Settlement Payment. To do so, you must mail your written request for exclusion, which must include: (1) your full name, address, and telephone number (2) the name and number of this case; (3) a statement that you wish to be excluded from the Settlement Class, and (4) it must be signed by you (an electronic signature qualifies). A request to be excluded that is sent to an address other than that designated in this Notice, or that is not postmarked on or before the Objection/Exclusion Deadline, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved. If you exclude yourself, you will not receive money from this Settlement, but you will keep your legal rights regarding any claims that you may have against Defendants, and the other Released Parties.

(3) Object to the Settlement, the Fee Petition or the Incentive Award. If you are a Settlement Class Member, you may object to the Settlement, the Fee Petition or the Incentive Award on or before [TBD]. If you want to object to the Settlement, Fee Petition or the Incentive Award, you must file with the Court on or before _____, your Notice of Objection and any papers submitted in support of that objection, and at the same time: (a) file copies of such Notice of Objection papers with the Clerk of the Court; and (b) send copies of such papers by United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendants' Counsel at the following addresses:

Class Counsel:

Lynda J. Grant
TheGrantLawFirm, PLLC
521 Fifth Avenue, 17th Floor
New York, NY 10175

Gary Graifman
Kantrowitz, Goldhamer & Graifman, PC,
Suite 200
135 Chestnut Road
Montvale, NJ 07645

Defendants' Counsel:

Eric Samore
Michael Chang
Amundsen Davis
150 North Michigan Ave., Suite 3300
Chicago, IL 60601

A copy of the Notice of Objection must also be mailed to the Claims Administrator at the address set forth at the end of this Notice.

Any Settlement Class Member who intends to object to this Settlement Agreement, Fee Petition and/or Incentive Award, must include in any such Notice of 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 Defendants; (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; (f) the objector's signature (electronic signatures are acceptable). If such objecting Settlement Class Member intends to appear, either in person or through counsel, at the Final Approval Hearing, they must file a Notice of Intent to Appear and indicate if any witnesses presented by them will be appearing as well. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel.

(4) **Do nothing.** If you choose to do nothing, you will still be included in the Settlement Class, but you will not receive any benefits or payments. You will be bound by the Court's judgment of dismissal, and you will release claims against MFI and the Releasees relating to the Released Claims.

6. How do I update my Contact Information?

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

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

The Court has appointed Settlement Class Counsel, identified above, to represent Settlement Class Members in this settlement.

Settlement Class Counsel will request up to forty percent (40%) of the total Settlement Fund as attorney's fees plus reimbursement of their out of pocket costs. You may review Settlement Class Counsel's Fee Petition at the Sangamon County Clerk's Office, by requesting the Claims Administrator send a copy of the same to you, or by going to the following website: [INSERT]. You may object to the Settlement Class Counsels' Fee Petition as not being fair or reasonable by [TBD].

You also have the right to hire your own attorney at your own expense.

8. When is the Final Approval Hearing?

The Court will hold a hearing in this case on [TBD], to consider, among other things, (1) whether to finally approve the Settlement as fair, reasonable and adequate; (2) whether to approve the Fee Petition as fair and reasonable; and (3) whether to approve an Incentive Fee to the Class Representative of \$2,500 as reasonable; and (4) a request for Settlement Administrator's Costs.

You may appear at the Final Approval Hearing, but you are not required to do so.

9. What If You Have Questions or Want More Information?

If you have any questions or want more information, you may contact the Claims Administrator using the contact information below, and/or review the Settlement Agreement, other relevant documents, and obtain a downloadable copy of the Claim Form, from the website below

maintained by the Claims Administrator, or contact Settlement Class Counsel, as indicated above.
at:

Claims Administrator

Analytics LLC
[add address and contact info]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

CLAIM FORM

Herman v. Missouri Fiesta, Inc. et al., Case No. 2024CH000020
(Circuit Court of Sangamon County, Illinois)

CLAIM FORM

Instructions. Fill out each section of this form and sign where indicated.

**THIS CLAIM FORM MUST BE COMPLETED AND MAILED TO THE
CLAIMS ADMINISTRATOR BY: [CLAIMS DEADLINE]**

Please carefully read the Notice, which is included with this Claim Form. If you wish to receive a Settlement Payment, you must take all of the following steps: (1) complete all sections of this Claim Form; (2) sign and date this Claim Form below; (3) submit this Claim Form to the Claims Administrator: THIS CLAIM FORM MUST BE POSTMARKED BY 2025.YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY SETTLEMENT PAYMENT AND/OR BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

First Name

Last Name

Street Address

City

State

ZIP Code

Email Address

Contact Phone # (You may be contacted if further information is required.)

Employer

Dates of Employment

If you seek to receive your Settlement
Payment by Zelle or Venmo, rather than
check, please provide one of the following:

Venmo Address:

Zelle Address:

By signing and submitting this Claim Form, you are declaring under penalty of perjury that you are a member of the Settlement Class, who used the Par Tech Inc. Point-of-Sale System with a finger scanner between March 21, 2019 to August 31, 2022, and that the foregoing information provided is true and correct.

Signature: _____ Date: ____ - ____ - ____
(MM-DD-YY)

Printed Name: _____

The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for your Settlement Payment. This process takes time. Please be patient.

Settlement Administrator Information:

For more information, visit www._____.com.

Exhibit B

PRELIMINARY APPROVAL ORDER

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS

MATTHEW R. HERMAN,)	
individually and on behalf of)	
Himself and all others similarly situated,)	
)	
Plaintiff,)	Case No. 2024CH000020
)	
v.)	
)	
MISSOURI FIESTA, INC. and)	
W&M RESTAURANTS, INC.,)	
)	
Defendants.)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Plaintiff Matthew R. Herman (“Plaintiff” or “Class Representative”) and Defendants Missouri Fiesta, Inc. and W&M Restaurants, Inc. (collectively, “Defendants”) (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 (“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 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 individuals within the state of Illinois that are current or former employees of the Defendants who may have used the Par Tech Inc. Point-of-Sale System with a finger scanner between March 21, 2019 to August 31, 2022.

Excluded from the Settlement Class are all persons who properly elect and timely request to exclude themselves from the Settlement Class and their legal representatives, successors, or assigns, Defendants, as defined in the Settlement Agreement, and the Court and Court staff to whom this case is assigned, and any member of the Court's or Court staff's immediate family.

5. For settlement purposes only, Plaintiff Matthew R. Herman is hereby appointed as the Class Representative.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel: Carroll Shamburg LLC, The Grant Law Firm, PLLC, and Kantrowitz, Goldhamer & Graifman, P.C.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in the Litigation 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.

8. The Court approves, in form and content, the Notice, attached to the Settlement Agreement as Exhibit A, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. 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 Class Members are current or former employees of the Defendants and may be readily ascertained by Defendants' 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 Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Analytics Consulting LLC, or such other entity that the Parties mutually agreed upon, is hereby appointed Claims Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Claims Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to submit a valid claim form, and following the final approval of the Settlement shall receive a settlement check, or Settlement Payment according to the Distribution Plan contained in the Settlement Agreement.

13. 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 Defendants or the Releasees relating to the Released Claims under the terms of the Settlement Agreement.

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than 45 days from Notice Date.

15. 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: (1) their name, address, and telephone number, (2) the case name and number of this Litigation, and (3) a statement that they wish to be excluded from the Settlement Class, and 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 on behalf of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded 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.

17. The Court preliminarily approves that uncashed checks for any reason for one-hundred twenty (120) calendar days after their date of issuance shall revert to Defendants or their insurers after the expiry of the above 120-day period.

18. Class Counsel may file its Fee Petition as well as a motion for an Incentive Award for the Class Representative, no later than 30 days from the Notice Date.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the Fee Petition and Incentive Award may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and serving it upon Class Counsel, Defendants' Counsel, and the Settlement Administrator no later than 45 days from the Notice Date. A copy of the Notice of Objection must also be mailed to the Claims Administrator at the address provided in the Notice.

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) their full name, address, and current telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which they were employed by Defendants; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the

last five years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class member must also provide the name and telephone number of his/her counsel.

21. 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 Fee Petition, and the Incentive Award, and to the Final Approval Order and the right to appeal same.

22. A Settlement Class Member who has not timely 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, or to the Fee Petition and/or Incentive Award. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Fee Petition or Incentive Award 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 their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

23. 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 their 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 in the Settlement Agreement and Notice, 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.

24. All papers in support of the Final Approval of the proposed settlement shall be filed no later than fourteen (14) calendar days before the Final Approval Hearing.

25. A Final Approval Hearing shall be held before the Court on **DATE** at **TIME** a.m. in Courtroom **[TBD]** 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 Released Claims that have been released in the Settlement Agreement;

(d) to consider the Fee Petition;

(e) to consider the application for the Incentive 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 Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement or enforce the Settlement Agreement and this Order.

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

Class List to Administrator:	14 business days after Preliminary Approval Order
Notice to be completed by:	14 days from receipt of the Class List
Fee Petition/Incentive Award	
Motion to be filed	30 days from the Notice Date
Objection Deadline:	45 days from the Notice Date
Exclusion Request Deadline:	45 days from the Notice Date
Final Approval Motion:	14 days before the Final Approval Hearing
Final Approval Hearing:	_____, 2025 at _____ ¹

IT IS SO ORDERED.

¹ Final Approval hearing should be at least 90 days after entry of the Preliminary Approval Order.

Exhibit C

FINAL APPROVAL ORDER

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS

MATTHEW R. HERMAN,)	
individually and on behalf of)	
himself and all others similarly situated,)	
)	
Plaintiff,)	Case No. 2024CH000020
)	
v.)	
)	
MISSOURI FIESTA, INC. and)	
W&M RESTAURANTS, INC.,)	
)	
Defendants.)	

[PROPOSED] FINAL APPROVAL ORDER

This matter coming to be heard on Plaintiff’s 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, 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 Plaintiff Matthew R. Herman (“Plaintiff” or “Class Representative”) and Defendants Missouri Fiesta, Inc. and W&M Restaurants, Inc. (collectively, “Defendants”) (together, “the Parties”).
- 2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all parties to the Action, including all Settlement Class Members.
- 3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated _____, 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 _____, **2025**, at _____ **a.m./p.m.**, 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 is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Action, 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 individuals within the state of Illinois that are current or former employees of the Defendants who may have used the Par Tech Inc. Point-of-Sale System with a finger scanner between March 21, 2019 to August 31, 2022.

Excluded from the Settlement Class are all persons who properly elect and timely request to exclude themselves from the Settlement Class and their legal representatives, successors, or assigns, Defendants, as defined in the Settlement Agreement, and the Court and Court staff to whom this case is assigned, and any member of the Court's or Court staff's immediate family.

8. No timely or valid requests for exclusion were received prior to the _____ deadline and all members of the Settlement Class and are bound by this Final Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of Plaintiff Matthew R. Herman as Class Representative of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Carroll Shamburg LLC, The Grant Law Firm, PLLC, and Kantrowitz, Goldhamer & Graifman, P.C.

11. 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 Representative 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.

12. 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.

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

14. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiff and all Settlement Class Members' claims against Defendants. The Court adjudges that the Released Claims described in the Settlement Agreement are released against the Releasees.

15. Upon the Effective Date, the Releasees release any and all claims, counterclaims, or cross claims that could have been asserted against Plaintiff, his agents, and Class Counsel in the Lawsuit.

16. The Court adjudges that the Plaintiff and all Settlement Class Members (regardless of whether or not they have submitted a valid claim form), who have not otherwise timely and validly excluded themselves from the Settlement Class, and each of their predecessors, successors, heirs, executors, administrators, agents, assigns, and anyone claiming by, through, or on behalf of them shall be deemed to have fully, finally, and forever released, waived, relinquished, surrendered, given up, abandoned, cancelled, and discharged all Released Claims against the Releasees, as defined under the Settlement Agreement.

17. 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 have not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, heirs, executors, administrators, agents, assigns, and anyone claiming by, through, or on behalf of them as set forth in the Settlement Agreement. The Releasees 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.

18. Plaintiff and Settlement Class Members who did not submit a validly and timely request exclusion from the Settlement, and each of their predecessors, successors, heirs, executors, administrators, assigns, and anyone claiming by, through, or on behalf of them are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves that uncashed checks for any reason for one-hundred twenty (120) calendar days after their date of issuance shall revert to Defendants or their insurers after the expiry of the above 120-day period.

20. The Court approves the Fee Petition, including payment of attorneys' fees in the amount of \$_____ of the Settlement Fund, inclusive of costs and expenses to Class Counsel. This amount shall be paid from the Settlement Fund 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 Fee Petition and in response to any timely filed objections thereto, finds the Fee Petition 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. 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.

21. The Court approves the Service Award in the amount of \$2,500 for the Class Representative, and specifically finds such amount to be reasonable in light of the services performed by Plaintiff 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 Fund in accordance with the terms of the Settlement Agreement.

22. The Court approves the payment of the costs and fees of the Claims Administrator in the sum of \$_____, of which \$_____ has already been advanced to the Claims Administrator as and for its work and expenses in connection with administration of the Settlement.

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 Defendants or any of the Releasees of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Litigation or a determination of any wrongdoing by Defendants or any of the Released Parties. The final approval of the Settlement 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 Plaintiff, the Settlement Class Members, or Defendants.

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.