

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Magid Glove & Safety Manufacturing Co., LLC (“Defendant” or “Magid”), and Bernardo Cardona (hereinafter, “Plaintiff,” “Cardona,” or “Class Representative”), individually and on behalf of the Settlement Classes (as defined below), in the case of *Cardona v. Magid Glove & Safety Manufacturing Co., LLC*, which is now pending as Case No. 2021-CH-000257 in the Circuit Court of Will County, Illinois (the “Litigation”). Defendant and Plaintiff are each referred to herein as a “Party” and are collectively referred to as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On January 8, 2021, Cardona filed a class action lawsuit against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. (“BIPA”) in the Circuit Court of Cook County, Illinois. The case was transferred to the Circuit Court of Will County, Illinois. There, the case was initially assigned to Judge John Anderson and given case number 2021-CH-000257. The case was later reassigned to Judge Roger Rickmon and then, upon Plaintiff’s November 9, 2023 Section 2-1001(a)(2) Motion for Substitution of Judge as of Right, to Judge Barbara (Bobbi) Petrunaro.

2. From September 22, 2021 until March 6, 2023, the Litigation was stayed pending various appellate decisions, such as *Cothron v. White Castle Sys., Inc.*, 2023 IL 128004, concerning legal issues arising under BIPA that are and were disputed between the Parties.

3. After the stay was lifted, discovery commenced. Plaintiff issued (i) six sets of requests for production, totaling 86 requests, (ii) two sets of interrogatories, totaling 24 interrogatories, (iii) one set of requests to admit concerning the authenticity of documents produced during discovery, (iv) three out-of-state subpoenas, and (v) two Illinois subpoenas

seeking documents from nonparties. Plaintiff also took four depositions of Defendant's current and former employees and, at the time of this Agreement, was litigating with Defendant over the propriety of additional depositions.

4. For its part, Defendant issued approximately 42 document requests, 18 interrogatories, and three Rule 213(f) interrogatories, and also took Plaintiff's deposition. Pursuant to Paragraph 8 of the Court's September 29, 2023 Order, Defendant was also entitled to take a second deposition of Plaintiff at the time of this Agreement.

5. The Parties and third parties have produced more than 6,900 pages of discovery, more than 4,100 of which were produced by Defendant.

6. Since May 1, 2023, the Parties filed approximately 11 motions, six of which were contested and heard or were scheduled to be heard on the merits when the parties recommenced settlement discussions in late 2023.

7. On November 16, 2023, the Parties recommenced settlement discussions. After several discussions, the Parties agreed to a JAMS mediation before Hon. Anna H. Demacopoulos, a retired judge with 15 years of experience in the Circuit Court of Cook County, including eight years in the Chancery Division, during which she presided over several BIPA cases, including class settlements and related approvals. Such mediation took place on December 18, 2023.

8. Through extensive arm's-length negotiations before, during, and after that mediation, including a follow-up half-day mediation on February 12, 2024, the Parties negotiated a settlement that, if approved by the Court, will resolve the Litigation.

9. On March 26, 2024, the Parties agreed on all materials terms of a classwide settlement and executed a settlement Term Sheet, which is incorporated herein and attached hereto as Exhibit A.

10. The Parties now seek to enter into this Settlement Agreement to settle the claims in the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, time, and expense.

11. Plaintiff and Class Counsel conducted an extensive investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Classes, recognizing (1) the existence of contested issues of law and fact, (2) the risks inherent in litigation, (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled, (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and (5) the Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

12. This Agreement is a compromise, and this Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendants, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a class.

13. Defendant denies all allegations of wrongdoing and any liability to Plaintiff and the Settlement Classes whatsoever. Defendant denies that it is subject to or violated BIPA. Defendant maintains that it has a number of meritorious defenses to the claims asserted in this Litigation, and that it would prevail in this matter on summary judgment or at trial. Defendant also denies that

class certification is warranted or appropriate. Nevertheless, taking into account the risks and uncertainties inherent in litigation, the disruption to business operations arising out of class action litigation, and the desire to avoid the expenditure of further legal fees and costs, Defendant has concluded it is desirable and beneficial that the Litigation be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. Defendant thus desires to resolve, finally and completely, the pending and potential claims of Plaintiff and the Settlement Class.

14. Thus, 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 Litigation be settled and compromised, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

15. “Claim Form” shall mean the document attached hereto as Exhibit B hereto.

16. “Class Counsel” shall mean (i) Michael J. Wood of Community Lawyers LLC, (ii) Michael Drew of Neighborhood Legal, LLC, and (iii) Daniel R. Brown and Stephen A. Fraser of Williams Barber & Morel Ltd.

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

18. “Court” shall mean the Circuit Court of Will County, Illinois and the judge presiding over this Litigation.

19. “Deducted Amounts” shall mean any Court-approved Service Award to the Class Representative, any Court-approved Fee Award to Class Counsel, costs, settlement administration costs (including tax expenses), notice costs, and any other costs associated with this settlement.

20. “Defendant’s Counsel” shall mean attorneys (i) Patricia J. Martin of Littler Mendelson, P.C. in St. Louis, Missouri, (ii) Orly Henry, Kwabena A. Appenteng, and Taylor M. May of Littler Mendelson, P.C. in Chicago, Illinois, and (iii) David B. Jordan of Littler Mendelson, P.C. in Houston, Texas.

21. “Effective Date” refers to the first date after all of the following events and conditions have been met or have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the time period for Settlement Class Members to opt-out or object has passed; (iii) the Court enters a Final Approval Order; (iv) the deadline has passed without action for counsel for the Parties to terminate the Settlement Agreement; and (v) the time to appeal from the Final Approval Order has expired and no Notice of Appeal has been filed or, in the event that an appeal is filed, the appellate process is exhausted, and the Final Approval Order has remained intact in all material respects.

22. “Employee Member” shall mean a current or former W-2 employee of Defendant meeting the definition of the Temperature Scan Class and/or Timeclock Class.

23. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of a Fee Award and Service Award.

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

25. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award to Class Counsel, and approving the Service Award to the Class Representative.

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

- i. Certifies the Settlement Classes and Subclasses for settlement only pursuant to 735 ILCS 5/2-801;
- ii. 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;
- iii. Dismisses the Litigation on the merits, with prejudice, and without costs;
- iv. Approves the Release as determined at any final approval hearing, permanently enjoining the Settlement Class Members from prosecuting any Released Claims against Defendant or the Releasees;
- v. Reserves jurisdiction over the Settlement and this Agreement;
- vi. 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; and
- vii. Enters a final judgment in accordance with the terms of this Agreement.

27. “Net Settlement Fund” means the Settlement Fund minus the Deducted Amounts.

28. “Notice” means the direct notice of this Settlement, which is to be directly provided to each proposed Settlement Class Member substantially in the manner set forth in this Agreement and/or Exhibits C and D hereto for the Employee Members and Exhibits E and F hereto for the Temporary Worker Members, via U.S. mail first class, text message, and/or e-mail, if known, together with any non-English translations of the version thereof approved by the Court, with such

translations to be determined and sent in the sole discretion of Class Counsel and may include, but are not limited to, Chinese (Cantonese and Mandarin), Polish, Spanish, and any other languages that are reasonably believed to be the native or primary languages of any Class Member. All costs to translate any form of Notice will be paid from the Settlement Fund. All forms of Notice, including notices translated into any non-English language, are subject to approval by Defendant, with such approval not to be unreasonably withheld.

29. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Classes must be postmarked and/or filed with the Court, which shall be designated as a date approximately sixty (60) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

30. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Classes and Subclasses for settlement purposes, appointing Plaintiff’s counsel as Class Counsel, appointing Simpluris as the Settlement Administrator, approving the Notice and Claim Forms, and directing the Settlement Administrator to disseminate the same to the Settlement Classes as set forth in this Agreement, and granting leave for Plaintiff to file the Second Amended Complaint.

31. “Released Claims” means any and all causes of actions or claims against Releasees whatsoever arising out of, relating to, or connected with the alleged capture, collection, storage, possession, transmission, disclosure, re-disclosure, dissemination, protection, conversion and/or use of alleged biometric data at Magid Glove & Safety Manufacturing Company, LLC, including but not limited to causes of action or claims under BIPA or any related or similar statutes or common law. Released Claims also include without limitation all causes of action or claims that

arise from, are connected or associated with, or are related to the claims (whether common law and/or statutory) that were or could have been asserted in the Second Amended Complaint in the Circuit Court of the State of Illinois, regardless of whether such claims are known or unknown, filed or unfiled, asserted or as of yet unasserted, existing or contingent, whether in contract, tort, or otherwise, including statutory, common law, property, employment related, and any additional constitutional, common law, and/or statutory claims. For the avoidance of doubt, “Released Claims” includes any current or future claim that is based on the same or a series of related or repeated acts, errors or omissions, or from any continuing acts, errors or omissions, that were alleged in the Second Amended Complaint.

32. “Releasces” means Magid Glove & Safety Manufacturing Company, LLC and any of its members, predecessors, and successors and, in their capacities as such, all of its present, past, and future directors, officers, employees, representatives, attorneys, insurers, reinsurers, agents, vendors, and assigns, as well as all of these entities’ affiliates, parent or controlling corporations, partners, divisions and subsidiaries.

33. “Releasors” shall mean the Settlement Class Members, to the extent determined by the Court at any final approval hearing.

34. “Service Award” refers to the payment of \$17,500.00, or other such amount approved by the Court, to the Class Representative for undertaking the responsibility of prosecuting and resolving this Litigation and related investigative work.

35. “Settlement Administrator” means, subject to Court approval, Simpluris, the entity mutually selected by the Parties, which will provide the Notice and, as applicable, Claim Form, sending of Settlement Shares to Settlement Class Members, tax reporting, and performing such

other settlement administration matters set forth herein, contemplated by the Settlement Agreement, or ordered by the Court.

36. “Classes” and “Settlement Classes” shall mean the Temperature Scan Class and Timeclock Class. The names of the individuals in the Settlement Classes are set forth in Exhibit G. The names of the individuals in the Settlement Class, if filed with the Court, shall be filed under Seal.

37. “Relevant Time Period” means January 8, 2016 through the date of the Court’s entry of the Preliminary Approval Order.

38. “Settlement Class Member” shall refer to any person who is an Employee Member or Temporary Worker Member of at least one of the Settlement Classes who does not timely exclude himself or herself. Insofar as any Settlement Class Member worked at Magid and used temperature scanners and/or the fingertip scan function of the Kronos timeclocks both as a W-2 employee of Magid and as a temporary worker assigned to Magid during the Relevant Time Period, they will be treated as an Employee Member.

39. “Settlement Fund” means a cash settlement fund to be established by Defendant. The maximum gross amount is \$5,175,000.00, comprised of a “Temperature Settlement Fund” of \$50,000.00 and a “Timeclock Settlement Fund” of \$5,125,000.00. The Settlement Fund represents the maximum amount Defendant will pay pursuant to this Settlement Agreement, regardless of distribution, and is inclusive of any and all Deducted Amounts, payments to the Settlement Classes, and any other payments or other monetary obligations contemplated by this Agreement or the Settlement.

40. “Settlement Share” shall mean a Settlement Class Member’s share, as set forth below, of the Temperature Net Settlement Fund and/or Timeclock Net Settlement Fund.

41. “Settlement Website” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement for Settlement Class Members and others to review, including electronic copies of the Second Amended Complaint, the Settlement Agreement and all exhibits thereto, the Notice, Plaintiff’s Motion for Preliminary Approval of the Class Action Settlement, Plaintiff’s Motion for Final Approval of the Class Action Settlement, copies of the Court’s Preliminary and Final Approval orders of the Settlement, the Fee and Expense Application filed by Class Counsel, and a toll-free number that people can call with questions about the Settlement and their eligibility to obtain a recovery hereunder. The URL of the Settlement Website shall be subject to approval by Defendant, with such approval not to be unreasonably withheld.

42. “Temperature Scan Class” shall mean nonexempt workers who worked at Magid and used temperature scanners during the Relevant Time Period. The Temperature Scan Class shall be divided into two subclasses: Subclass A, consisting of Employee Members, and Subclass B, consisting of Temporary Worker Members.

43. “Temperature Gross Settlement Fund” is \$50,000.00.

44. “Temperature Net Settlement Fund” is The Temperature Gross Settlement Fund less Deducted Amounts allocable to the Temperature Scan Class, which is 0.97% of the Net Settlement Fund.

45. “Temporary Worker Member” shall mean a person meeting the definition of the Temperature Scan Class and/or Timeclock Class, who (i) was assigned to work at Defendant’s Romeoville, Illinois facility during the Relevant Time Period (ii) by a third party staffing agency or entity.

46. “Timeclock Class” shall mean nonexempt workers who worked at Magid and used the fingertip scan function of the Kronos timeclocks during the Relevant Time Period. The Timeclock Class shall be divided into two subclasses: Subclass A, consisting of Employee Members, and Subclass B, consisting of Temporary Worker Members.

47. “Timeclock Gross Settlement Fund” is \$5,125,000.00.

48. “Timeclock Net Settlement Fund” is the Timeclock Gross Settlement Fund less Deducted Amounts allocable to the Timeclock Class, which is 99.03% of the Net Settlement Fund.

III. SETTLEMENT CLASS CERTIFICATION

49. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Classes shall be certified in accordance with the definitions contained herein; (2) each Settlement Class shall be comprised of separate Subclasses of Employee Members and Temporary Worker Members that likewise shall be certified, (3) Plaintiff shall represent the Classes and Subclasses for settlement purposes and shall be the Class Representative; and (4) Plaintiff’s Counsel shall be appointed as Class Counsel.

50. Defendant does not consent to certification of the Classes or Subclasses for any purpose other than this Settlement. If the Court does not enter a Final Approval Order of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class or Subclass will be vacated, null, and void, and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into.

IV. SETTLEMENT FUND

51. Establishment of Settlement Fund

a. No later than seven (7) days after the Effective Date, Defendant shall provide to the Settlement Administrator the sum of \$5,175,000.00 less the amounts deducted as set forth in Paragraph 53 below to establish the Settlement Fund, with amounts allocated to the Temperature Gross Settlement Fund and Timeclock Gross Settlement Fund, as set forth herein.

b. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to pay (i) all Settlement Shares to Settlement Class Members and (ii) Deducted Amounts, in exchange for the release and the covenants set forth in this Agreement and the dismissal of the Litigation with prejudice.

c. The Settlement Fund provided by Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited into an FDIC-insured bank account.

52. The Settlement Fund represents the total extent of the Defendant's monetary obligations under the Settlement Agreement. Under no circumstances shall Magid be required to pay more than \$5,175,000.00 in connection with this settlement.

53. Defendant's obligation to fund the Settlement Fund will be reduced by: (i) any Settlement Shares attributable to persons who did not file a Claim Form (as applicable and set forth below), and (ii) any Settlement Shares attributable to persons who could not be located even

after one skip trace; provided, however, that Defendant shall still be required to fund the Deducted Amounts attributable to such Settlement Shares.

54. Eligibility of Settlement Class Members for Settlement Shares

a. Unless otherwise set forth herein, each Employee Member of the Temperature Scan Class shall automatically be sent a 1/242 share of the Temperature Net Settlement Fund. Each Employee Member of the Timeclock Settlement Class shall automatically be sent a 1/1,030 share of the Timeclock Net Settlement Fund. Under no circumstances will an Employee Member be required to file a claim form in order to receive his or her share or shares of any applicable Settlement Fund.

b. Unless otherwise set forth herein, each Temporary Worker Member of the Temperature Scan Class who submits a timely and valid claim form shall be sent a 1/242 share of the Temperature Net Settlement Fund. Each Temporary Worker Member of the Timeclock Settlement Class who submits a timely and valid claim form shall be sent a 1/1,030 share of the Timeclock Net Settlement Fund, as applicable.

55. Procedure for Approving Settlement. The Parties shall cooperate to obtain Court approval of the Settlement Agreement. Class Counsel shall take the lead in obtaining approval of the Settlement Agreement. Class Counsel shall draft all pleadings required for approval of the settlement, including preliminary approval and final approval, subject to review and approval by Magid, with such approval not to be unreasonably withheld.

56. Payment of Settlement Shares to Settlement Class Members

a. The Settlement Administrator shall pay all Settlement Shares to Settlement Class Members within thirty (30) days of Defendant funding the Settlement Fund.

b. In the event that Notice to a potential Settlement Class Member, whether through U.S. Mail or electronically, or a Settlement Class Member's check is returned as undeliverable, the Settlement Administrator shall forward the check, Notice, and/or Claim Form, as applicable, to any forwarding addresses provided by the U.S. Postal Service, perform no more than one skip trace to locate current U.S. mail, e-mail, and phone contact information for that Settlement Class Member, and redeliver, as appropriate, such (i) proposed Settlement Class Member's Notice and Claim Form via mail, e-mail, and/or text message or (ii) check via U.S. mail, if updated contact information is available.

c. In the event that checks sent to Settlement Class Members are not cashed within ninety (90) days after their date of issuance, those checks will become null and void. Each check will state on its face that the check will expire and become null and void unless cashed within 90 days after the date of its issuance.

d. The amount paid into the Settlement Fund by Defendant will be reduced by: (i) any Settlement Share attributable to persons who did not file a Claim Form (as applicable and set forth below), and (ii) any Settlement Share attributable to persons who could not be located even after one skip trace.

e. The amount of any uncashed checks after such 90 day expiration date and shall revert to Defendant.

f. Should the Court review the reversion of funds to Defendant, Plaintiff agrees not to take a position on any issue then presented.

g. The Settlement Administrator shall notify the Parties that all Settlement Shares have been paid within five (5) business days of the last such payment, and any

reversion amount shall be paid to Defendant within ten (10) business days after the 90-day expiration date on settlement checks.

V. RELEASE

57. In order to effectuate this Release and Settlement, at the time of the Motion for Preliminary Approval, Plaintiff shall publicly file the Second Amended Complaint attached hereto as Exhibit H. Magid agrees not to oppose the filing of the Second Amended Complaint for the limited purpose of effectuating the Settlement.

58. Upon the Effective Date of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from liability to the Releasors for any and all Released Claims.

59. Upon the Effective Date of this Agreement, and for other valuable consideration as described herein, Plaintiff generally releases all of his claims or potential claims against Releasees, excluding the claims asserted by him in Case No. 20 WC 029452, currently pending in the Illinois Workers' Compensation Commission, which shall not be released.

60. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Releasees.

61. Upon the Effective Date, the Releasing Parties and Plaintiff shall be deemed to have and shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

VI. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

62. Plaintiff, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court and shall move the Court for (i) Preliminary Approval of the settlement set forth in this Agreement, (ii) preliminary certification of the Settlement Class and Subclasses, (iii) appointment of Class Counsel and the Class Representative, (iv) appointment of Simpluris as Settlement Administrator, (v) leave to publicly file the Second Amended Complaint, (vi) approving the Notice and Claim Forms, and (vii) entry of the Preliminary Approval Order, substantially in the form of Exhibit I hereto, which Order shall seek a Final Approval Hearing date and approve the Notice and Claim Forms for dissemination in accordance with this Agreement.

63. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the Settlement as set forth herein.

64. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class and Subclasses, including for the entry of a Final Approval Order and Judgment identical in all material respects to the proposed Final Approval Order and Judgment attached hereto as Exhibit J, and file a memorandum in support of the motion for final approval.

VII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

65. Identification of Proposed Settlement Class Members.

a. Defendant shall create a Class List based on information within its possession, custody, or control (the "Class List").

b. The Class List shall include the names, last known addresses, tax identification numbers, Social Security numbers, last known phone numbers, and last known e-mail addresses, as available, of all proposed Settlement Class Members. Defendant shall provide the Class List to the Settlement Administrator no later than fourteen (14) days after entry of the Preliminary Approval Order.

c. The Class List, for each person, shall also identify whether such person is a proposed Employee Member or Temporary Worker Member.

d. Defendant has requested that same contact information from the third parties (e.g., staffing agency, temporary agency) through whom it retained, hired, or staffed any proposed Temporary Worker Member at its Romeoville, Illinois facility, without the issuance of any third party subpoena. Defendant will provide that same information to the Settlement Administrator as a part of the Class List, no later than fourteen (14) days after entry of the Preliminary Approval Order.

e. Defendant undertook its best efforts to obtain such information from the foregoing third party staffing agencies and entities.

f. Defendant represents that at least one form of contact information, whether a last known address, last known phone number, or last known e-mail address, is available and presented on the Class List for each Settlement Class Member.

66. Upon transmission of the Class List to the Settlement Administrator, Defendant shall provide Plaintiff's counsel with a sworn declaration pursuant to 735 ILCS 5/1-109, attesting

to the sources from which it sought and/or obtained contact information for each putative class member.

67. Within three (3) business days of Defendant's transmission of the Class List to the Settlement Administrator, the Settlement Administrator shall furnish a report to the parties, including Class Counsel, stating:

- a. The number of putative class members on the Class List;
- b. The number of putative class members for whom the Class List contains (1) all three forms of contact information (last known mailing address, email address, and phone number); (2) two forms of contact information; (3) one form of contact information; and (4) no contact information, if any; and
- c. Whether any contact information provided for a putative class member appears on its face to be irregular, incorrect or incomplete (e.g., a mailing address is identified as "123 Fake Street," a phone number includes too many or too few digits, an e-mail address is missing a domain name).

68. Type of Notice Required.

a. The Settlement Administrator shall direct the Notice attached hereto as Exhibits C and D, or in substantially the same form, to all Employee Members and the Notice attached hereto as Exhibits E and F or a Notice in substantially the same form, to all Temporary Worker Members.

b. Such transmission shall include any translations to be determined and sent in the sole discretion of Class Counsel and may include, but are not limited to, Chinese (Cantonese and Mandarin), Polish, Spanish, and any other languages that are reasonably believed to be the native or primary languages of any Class Member.

c. The Notices shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further (a) inform such persons as to the terms of the Settlement and their rights under it; (b) how to request exclusion from the Settlement Classes and the proposed Settlement, if desired; (c) how to object to any aspect of the proposed Settlement, if desired; (d) how to obtain information about the Settlement on the Settlement Website; (e) how to participate in the Final Approval Hearing, if desired, and (f) in the case of proposed Temporary Worker Members, how to submit a Claim Form.

d. The Notices shall make clear that (a) Settlement Shares will be sent (i) to each Employee Member who does not file a request for exclusion from the Settlement by the Objection/Exclusion Deadline, and (ii) to each Temporary Worker Member who does not file a request for exclusion from the Settlement by the Objection/Exclusion Deadline and who timely submits a Claim Form, (b) the amount of the requested Service Award and Fee Award, and (c) the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class, and/or, in the case of Temporary Worker Members, do not submit a Claim Form by the Objection/Exclusion Deadline.

e. Dissemination of the Notices shall occur directly via U.S. Mail to each proposed Settlement Class Member, as well as via text message and e-mail (as available), and shall be the responsibility of the Settlement Administrator. Prior to dissemination of the Notices, the Settlement Administrator shall take all reasonable and customary measures (including but not limited to referencing the National Change of Address directory and any other proprietary or public databases or systems, and the conducting of one skip trace if address information appears to be incorrect or incomplete) to confirm that the postal

address for each proposed Settlement Class Member on the Class List is the correct, current address for that person, and shall update any outdated addresses on the Class List with the current addresses it locates.

f. All forms of notice, including notices translated to any non-English language, are subject to approval by Magid, with such approval not to be unreasonably withheld.

g. Notice of the Settlement shall also be posted on the Settlement Website.

69. Notice Deadline. Within 21 days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Notices to all proposed Settlement Class Members as provided herein.

VIII. CLAIM FORM

70. Contemporaneous with its dissemination of the Notices, the Settlement Administrator shall disseminate the Claim Form in the form of Exhibit B to all proposed Temporary Worker Members, as well as a pre-paid return envelope or postcard.

71. Such Claim Form will also be available and submittable through the Settlement Website.

72. Proposed Temporary Worker Members must submit (sent and/or postmarked) a Claim Form on or before 60 days from Notice distribution either by mail in a pre-paid or self-paid return envelope or electronically through the Settlement Website.

73. No person other than such proposed Temporary Worker Members may submit a Claim Form, unless a submitting person identifies himself or herself, under penalty of perjury, as an executor or, in the case of a proposed Temporary Worker Member who died intestate, the heir of a Temporary Worker Member's estate.

74. Within ten days after the claim filing deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a report identifying each proposed Temporary Worker Members who submitted a Claim Form and its determination as to whether each claim should be approved or denied, and its reasons for any denial.

75. The Settlement Administrator may, in its sole discretion, request additional information from the submitting person or Defendant to assist in making this determination. Defendant further agrees to voluntarily comply with such reasonable requests.

76. Any Claim Form that is submitted by a person who was identified on the Class List will be presumptively valid.

77. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for timeliness, abuse, and fraud, and deny such claims when there is sufficient evidence thereof to warrant denial of such claims.

78. Within 14 days of the Settlement Administrator's report with information submitted on the Claim Forms and except as otherwise provided, Class Counsel and Defendant's Counsel shall meet and confer regarding any issues that any Party believes need to be raised to the Settlement Administrator regarding the claims and submitted Claim Forms. The Parties shall use their best efforts to resolve any disputes.

79. Absent a court order by the Final Approval Hearing, the Settlement Administrator's determination in any such disputes shall control.

80. For any claim forms that the Settlement Administrator determines should be denied, the original claim forms submitted by proposed Temporary Worker Members shall be made available to Class Counsel and Defendant's Counsel upon request.

IX. CLAIMS PROCEDURE FOR POTENTIAL SETTLEMENT CLASS MEMBERS NOT ON CLASS LIST.

81. Temporary Worker Members Not Identified on Class List

- a. A person not identified on the Class List may submit a Claim Form by mail or electronically through the Settlement Website. Upon any inquiry by such person, the Settlement Administrator and Class Counsel may direct such person to the Claim Form.
- b. Within three business days of receipt of such a Claim Form, the Settlement Administrator shall notify the Parties of such Claim Form, together with information about the person's identity, contact information, and approximate placement dates.
- c. If such information indicates that such person is a Temporary Worker Member, Defendant agrees to conduct a reasonable search in its records and/or make an inquiry to the relevant staffing agency, to confirm the individual's assignment to Defendant during the relevant time period and use of the timeclock or temperature scanner.
- d. Plaintiff and Class Counsel shall have the right to present any information bearing on such person's entitlement to a Settlement Share.
- e. Based on the information provided to the Settlement Administrator, the Settlement Administrator shall determine within four business days of such receipt whether, in its reasonable discretion, such person is a Temporary Worker Member and notify the Parties of such determination within one business day.
- f. If either Party in good faith believes this determination to be in error, it shall meet and confer with the other Party in an attempt to resolve its objection.

g. Absent a court order by the Final Approval Hearing overriding the Settlement Administrator's determination, such determination shall be presumptively valid and enforceable.

h. If the Settlement Administrator determines that the claiming person is a Temporary Worker Member and absent court order, such Person shall receive a Settlement Share.

i. The Court shall determine at any hearing on final approval, if and only if any such determination causes there to be more than 1,030 members of the Timeclock Class or more than 242 members of the Temperature Scan Class, the applicable denominator(s) for calculating Settlement Shares, i.e. whether or not the denominators shall change based on the addition of class members not identified on the Class List.

82. Employee Members Not Identified on Class List

a. In the event that the Settlement Administrator or Class Counsel is contacted by a person not on the Class List who claims to be entitled to a Settlement Share as an Employee Member, such person shall be directed to submit a sworn statement and/or any documentation bearing on such entitlement to the Settlement Administrator.

b. Within three business days of receipt of such a submission, the Settlement Administrator shall notify the Parties of the submission, together with information about the person's identity, contact information, and approximate dates of employment.

- c. Defendant agrees to conduct a reasonable search in its records to confirm the individual's employment with Defendant during the Relevant Time Period and eligibility to be included in either Settlement Class. Defendant shall have seven business days to notify the Settlement Administrator and Class Counsel of its position and to provide the results of a reasonable search for records bearing on such person's entitlement.
- d. Plaintiff and Class Counsel shall have the right to present any information bearing on such person's entitlement to a Settlement Share.
- e. Based on the information provided to the Settlement Administrator, the Settlement Administrator shall determine within four business days of such receipt whether, in his reasonable discretion, such person is an Employee Member and notify the Parties of such determination within one business day.
- f. If either Party in good faith believes this determination to be in error, it shall meet and confer with the other Party in an attempt to resolve its objection.
- g. Absent a court order by the Final Approval Hearing overriding the Settlement Administrator's determination, such determination shall be presumptively valid and enforceable.
- h. If the Settlement Administrator determines that the claiming person is an Employee Member and absent court order, such Person shall receive a Settlement Share.
- i. The Court shall determine at any hearing on final approval, if and only if any such determination causes there to be more than 1,030 members of the Timeclock Class or more than 242 members of the Temperature Scan Class, the

applicable denominator(s) for calculating Settlement Shares, i.e. whether or not the denominator shall change based on the addition of class members not identified on the Class List.

X. EXCLUSIONS

83. Exclusion Period. As applicable, proposed Class Members will have up to and including sixty (60) days following the Preliminary Approval Order to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Employee Members and Temporary Worker Members who have not filed requests for exclusion from the Settlement by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasee as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the Released Claims.

84. Exclusion Process for Proposed Settlement Class Members.

a. A proposed Settlement Class Member may request to be excluded from either or both of the Settlement Classes in writing by a request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

b. In order to exercise the right to be excluded, a proposed Settlement Class Member must timely send a written request for exclusion providing his/her name, address, telephone number; case name (*Cardona v. Magid Glove & Safety Mfg. Co., LLC*), and case number (2021-CH-000257); a statement that he/she wishes to be excluded from the Settlement Class; and a handwritten signature by the person requesting exclusion.

c. A request to be excluded that is sent to an address other than that designated in the Class Notice, that is not postmarked within the time specified, or that does not strictly conform with the foregoing exclusion process and requirements, shall be invalid and the

person serving such a request shall be considered a Settlement Class Member and shall be bound as a Settlement Class Member by the Agreement, if approved.

d. Any proposed Settlement Class Member who timely and validly elects to be excluded shall not: (i) be bound by any order, the Judgment, or the Release contained herein; (ii) be entitled to any 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.

e. So-called “mass” or “class” exclusion requests shall not be allowed, effective, or valid.

f. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

g. Within seven days thereof, Class Counsel and Defendant’s Counsel shall meet and confer regarding any issues that any Party believes need to be raised to the Settlement Administrator regarding any exclusions. The Parties shall use their best efforts to resolve any disputes.

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

XI. OBJECTIONS

85. The Notice shall also advise proposed Settlement Class Members of their right to object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received

by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection files notice of his/her intention to do so, and at the same time (i) files copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) sends copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.

86. Any proposed Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address, and current telephone number; (ii) the case name (*Cardona v. Magid Glove & Safety Mfg. Co., LLC*), (iii) case number (2021-CH-000257) of this Litigation; (iv) the date range during which he/she was employed by or otherwise worked for Defendant; (v) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (vi) the objector's handwritten signature. If represented by counsel, the objector must also provide the name and telephone number of his/her counsel.

87. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

88. Any Settlement Class Member who fails to timely file serve a written objection strictly conforming with the foregoing terms and notice of intent to appear at the Final Approval

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

89. If such person is not identified on the Class List, the Parties shall be entitled to seek any further information directly from such Settlement Class Member and/or such person's counsel (with all Counsel copied on such communications) and/or via subpoena, including to any temporary staffing agency/entity, to confirm whether such person is, in fact, a Settlement Class Member, with no Party to object to any such subpoena.

90. No person other than one meeting the definition of a Settlement Class Member will have standing to object to the Settlement.

XII. FINAL APPROVAL HEARING

91. Class Counsel will request that the Court hold a Final Approval Hearing, at which Class Counsel will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, (iii) determine the applicable denominator as set forth in paragraphs 54.h and 81.i above, and (iv) enter the Final Approval Order, including final approval of the Settlement Classes and the Settlement Agreement, and a Fee Award.

XIII. FINAL APPROVAL ORDER

92. Class Counsel shall seek entry of a Final Approval Order, which shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.

93. Class Counsel shall submit to the Court a proposed Final Approval Order, substantially in the form attached hereto as Exhibit J, that, without limitation:

a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to Plaintiff and the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;

b. Certifies the Settlement Classes for settlement purposes only;

c. Provides that Defendant's sole continuing obligation with respect to the Litigation shall be to perform the duties and obligations expressly made by it under this Settlement Agreement;

d. Dismisses, with prejudice, all claims of Plaintiff and the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and

e. Reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including, but not limited to, the Litigation, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Fund.

XIV. TERMINATION OF THE SETTLEMENT

94. The Settlement is conditioned upon (i) preliminary and final approval of the Parties' written Settlement Agreement, and (ii) 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).

95. This Settlement Agreement may be terminated and cancelled by either party providing written notice of the election to do so to the other party within ten (10) days of any of the following events:

- a. The Court refuses to grant preliminary approval of this Agreement in any material respect;
- b. The Court refuses to grant final approval of this Agreement in any material respect;
- c. The Court refuses to enter a final judgment in this Litigation in any material respect; or
- d. The final judgment is modified or reversed in any material respect by the appellate court or the Supreme Court.

96. Defendant agrees not to solicit or encourage proposed Settlement Class Members to file requests for exclusion or objections.

97. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties will work together in good faith to address any concerns raised by the Court.

98. If the parties are unable to jointly agree on a resolution or terms for amended settlement documents, they shall promptly bring any dispute to the Court.

99. If such process fails to result in an agreement, the Parties shall negotiate in good faith to establish a new case schedule for the Litigation.

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

100. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel shall file its Fee and Expense Application, seeking (i) an award of attorneys' fees not to

exceed 33% of the Gross Settlement Amount, i.e \$1,707,750.00, and (ii) reimbursement of litigation costs and expenses, each of which shall be paid exclusively from the Settlement Fund.

101. Defendant agrees not to oppose the Fee and Expense Application and to the extent the Court at any time reviews such Application, Defendant agrees not to take a position on any issue then presented.

102. Nothing herein shall be construed to affect or limit Class Counsel's ability to appeal a fee or cost award that is less than the amount sought.

103. Defendant shall not be entitled to obtain or otherwise recover any amount by which the Fee Award is reduced below \$1,707,750.00.

104. Within five (5) business days after Defendant funds the Settlement Fund, 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 accounts designated by Class Counsel.

105. Class Counsel shall provide the Settlement Administrator with their completed W-9 forms before the payment of the Fee Award is due.

106. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for the Class Representative in an amount not to exceed \$17,500.00, and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days after Defendant funds the Settlement Fund.

107. Defendant will have no responsibility, obligation, or liability for the allocation of fees and expenses among Class Counsel.

XVI. SETTLEMENT ADMINISTRATION

108. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement and shall maintain all such records as required by applicable law and in accordance with its business practices.

109. The Settlement Administrator shall make such records available to Plaintiff, Defendant, or any of their designated counsel upon request.

110. The Settlement Administrator shall make weekly reports to the Parties with information concerning Notice, Claim Forms, administration, objections, exclusions, and implementation of the Settlement.

111. The Settlement Administrator shall provide reports and other information to the Court as the Court may require.

112. Within 7 days from entry of the Preliminary Approval Order, the Settlement Administrator shall procure and publish the Settlement Website, which the Settlement Administrator shall administer and maintain.

113. If no Final Approval Order is entered, Class Counsel and Defendant shall split (50/50) the reasonable costs of settlement administration incurred until such time.

XVII. TAXES

114. For tax purposes, the Service Award shall be treated as a Form 1099-miscellaneous payment for statutory liquidated damages.

115. For tax purposes, the payments to Settlement Class Members shall be reported on a Form 1099 and such other forms that the Settlement Administrator may deem appropriate, to the extent required by law.

116. The Settlement Administrator shall be responsible for tax reporting (including the issuance of any necessary forms to class members).

117. Plaintiff and each Settlement Class Member will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to this Settlement.

118. The Parties, including Plaintiff on behalf of himself and each Settlement Class Member, acknowledge and agree that (a) no provision of this Settlement and no written communication or disclosure between or among the Parties or their Counsel is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended), (b) each Party (i) has relied exclusively upon its own independent legal and tax advisers for advice in connection with this Settlement; (ii) has not entered into this Settlement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated herein.

XVIII. NO ADMISSION OF LIABILITY

119. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with its attendant risks, inconveniences, expenses, and contingencies. There has been no determination by the Court as to the merits of the claims or defenses asserted by the Plaintiff or Defendant or with respect to class certification, other than for

settlement purposes only. Accordingly, whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered or received against Plaintiff, Defendant, the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the merits of any defense that has been or could have been asserted in the Litigation, the violation of any law or statute, the reasonableness of the Settlement, or of any alleged wrongdoing, liability, negligence, or fault of Plaintiff, Defendant, the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Plaintiff, Defendant, the Released Parties, or any of them as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Plaintiff, Defendant, the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff, Defendant, the Released Parties, or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Litigation, the truth or falsity of any fact alleged, or the availability or lack of availability of meritorious defenses to the claims raised in the Litigation and the merits or lack of merit thereof;

d. is, may be deemed, or shall be used, offered or received against the Plaintiff, Defendant, the Released Parties, or any of them as an admission or concession with respect to any

liability, negligence, fault, or wrongdoing, in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

e. is, may be deemed, or shall be construed against Plaintiff, Defendant, the Released Parties, or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, Defendant, the Released Parties, or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Litigation would have exceeded or would have been less than any particular amount.

XIX. MISCELLANEOUS

120. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for compensating, Settlement Class Members for the Released Claims.

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

122. If any deadlines related to the Settlement cannot be met, the Parties, through their counsel, shall meet and confer to reach agreement on any necessary revisions to the deadlines and timetables set forth herein. In the event that the Parties fail to reach such agreement, any of the Parties may apply to the Court via a noticed motion for a modification of the dates and timetables

set forth herein, with no such modification to be considered or deemed a material amendment or change to the Agreement.

123. No Settlement Class Member or other person shall have any claim against Plaintiff, Class Counsel, the Settlement Administrator, Defendant, Defendant's counsel, or their respective agents, arising from distributions made substantially in accordance with this Settlement.

124. The Parties agree not to assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

125. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Releasees, and Settlement Class Members any right or remedy under or by reason of this Agreement.

126. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released.

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

128. 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.

129. 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, including but not limited to, the Parties' Term Sheet. In the event of a conflict between this Agreement and the Term Sheet, this Agreement shall control.

130. 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.

131. If any date or deadline set forth herein falls on a Saturday, Sunday, or state or federal holiday, the next business day following such date or deadline shall be the operative date.

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

133. The Parties agree that the Exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

134. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs.

135. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Releasees to any other person or party, and has the full authority to enter into this Settlement Agreement and fully waive and release his claims.

136. 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.

137. 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.

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

139. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, PDF as an electronic mail attachment, or DocuSign or similar electronic program for executing legal documents. 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.

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

141. The Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

142. The Parties agree that the Court shall retain jurisdiction to implement and enforce the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for such purposes.

143. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to any principle, law, or statute concerning conflicts of laws.

144. Any intervening change in the laws of the State of Illinois shall not invalidate or affect the terms of this Settlement.

145. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arm's-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.

146. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Daniel R. Brown
Stephen A. Fraser
Williams Barber & Morel Ltd.
233 S. Wacker Dr.
Suite 6800
Chicago, IL 60606
Tel: (312) 443-3200
drb@williamsbarbermorel.com
saf@williamsbarbermorel.com

If to Defendant's Counsel:

Orly Henry
Littler Mendelson, P.C.
321 N. Clark St.
Suite 1100
Chicago, IL 60654
Tel: (312) 372-5520
ohenry@littler.com

Patricia J. Martin
Littler Mendelson, P.C.
600 Washington Ave.
Suite 900
St. Louis, MO 63101
Tel: (314) 659-2000
pmartin@littler.com

David B. Jordan
Littler Mendelson, P.C.
1301 McKinney Street
Suite 1900
Houston, TX 77010
djordan@littler.com

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

[The remainder of this page is intentionally left blank.]

Dated: 2024-08-21

BERNARDO CARDONA

Signature: *Bernardo Cardona*

Name: Bernardo Cardona

Dated: _____

WILLIAMS BARBER & MOREL LTD.

Signature: _____

Name: _____

Dated: _____

NEIGHBORHOOD LEGAL, LLC

Signature: _____

Name: _____

Dated: 2024-08-21

COMMUNITY LAWYERS LLC

Signature: *Michael Wood*

Name: Michael Wood

Dated: _____

BERNARDO CARDONA

Signature: _____

Name: _____

Dated: _____

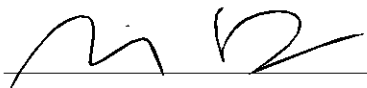
WILLIAMS BARBER & MOREL LTD.

Signature: _____

Name: _____

Dated: August 21, 2024

NEIGHBORHOOD LEGAL, LLC

Signature:  _____

Name: Michael Drew

Dated: _____

COMMUNITY LAWYERS LLC

Signature: _____

Name: _____

Dated: _____

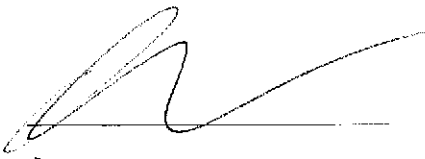
BERNARDO CARDONA

Signature: _____

Name: _____

Dated: 8/23/2024

WILLIAMS BARBER & MOREL LTD.

Signature:  _____

Name: Daniel Brown

Dated: _____

NEIGHBORHOOD LEGAL, LLC

Signature: _____

Name: _____

Dated: _____

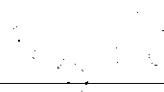
COMMUNITY LAWYERS LLC

Signature: _____

Name: _____

Dated: _____

**MAGID GLOVE & SAFETY
MANUFACTURING CO., LLC**

Signature:  _____

Name: _____

Dated: 8/23/2024

LITTLER MENDELSON, P.C.

Signature: /s/ Orly Henry

Name: Orly Henry