IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ANTONIO CARDONA, individually and on behalf of other persons similarly situated, Plaintiff, v. RESTAURANT TECHNOLOGIES, INC., Defendant.	Case No.: 2023CH09325 Honorable Neil H. Cohen

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARD

Plaintiff Antonio Cardona ("Plaintiff"), by counsel, hereby moves this Court to:

a. Approve an incentive award to Plaintiff of $3,500.00; and

b. Approve an award of attorneys' fees of 35% of the Settlement Fund to Class Counsel.

Plaintiff's Motion is based on Plaintiff's Memorandum in Support, the Settlement Agreement, and the Declaration of Roberto Costales - including all exhibits and attachments thereto.

Dated: February 27, 2025

Respectfully submitted,

/s/ Roberto Luis Costales

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Class Counsel

CERTIFICATION

I hereby certifying that the foregoing has been served on all counsel of record via the Odyssey e-file system on this Thursday, February 27, 2025. I further certify that a copy of this motion will be uploaded to the Settlement Administrator's website.

/s/ Roberto Luis Costales

IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ANTONIO CARDONA, individually and on behalf of other persons similarly situated, Plaintiff, v. RESTAURANT TECHNOLOGIES, INC., Defendant.	Case No.: 2023CH09325 Honorable Neil H. Cohen

MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARD

Dated: February 27, 2025

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INTRODUCTION

In this putative class action, Plaintiff Antonio Cardona ("Plaintiff") alleges that Defendant Restaurant Technologies, Inc. ("Restaurant Technologies" or "Defendant") violated the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/15 *et seq*., by requiring Plaintiff and other Restaurant Technologies drivers to use a dual-facing dash camera system that collected and stored scans of his facial geometry without his consent in violation of the Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"). Plaintiff alleges that this practice violated the BIPA because Defendant collected class members biometric information without class members' written consent, and because Defendant allegedly failed to store class members' biometric information in a sufficiently secure manner.

After many months of substantial information exchange and contentious negotiation, the Parties finally reached a settlement ("Settlement" or "Agreement") that was preliminarily approved by this Court on November 13, 2024. Settlement Class Members will receive payment without having to make a claim against the Settlement Fund. In all, the Settlement establishes a settlement fund of $115,500.00 for 33 class members. The Settlement Fund will be used to pay cash awards to class members, notice and administration costs, an incentive award to Plaintiff, and attorneys' fees to Class Counsel.

Critically, the litigation of this case presents significant risks as a putative class action filed under a comparatively new application of the BIPA to driver-facing cameras, where case authority is still developing and no shortage of creative defenses are being tested in the courts. Indeed, many a class action ship has been sunk in the risk-fraught waters of litigation, between the Scylla of class certification and the Charybdis of summary judgement and/or trial; and any

litigation of this matter to ultimate resolution would surely be a long, contentious, and uncertain exercise.

Thus, in sum, Class Counsel reached an excellent result for the class members despite a substantial risk of non-recovery. In light of this excellent result, Plaintiff and Class Counsel respectfully request that the Court approve an incentive award of $3,500.00 Plaintiff Cardona, and an award of attorneys' fees equal to 35% of the Settlement Fund. As detailed below, the requested attorneys' fees and incentive award are: (i) appropriate under governing Illinois law, (ii) consistent with the percentages of funds awarded in prior similar settlements in Illinois, and (iii) constitute fair compensation to Class Counsel and the Plaintiff for achieving an excellent result in this case.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff's complaint alleges that Defendant collected, stored and used—without first obtaining informed written consent or publishing data retention policies—biometric identifiers and associated personally identifying information of its employees (and former employees), in violation of the BIPA, 740 ILCS 14/15 *et seq*. *See* Declaration of Roberto Luis Costales ("Costales Decl.") ¶ 3. Plaintiff's complaint seeks statutory damages individually as well as a putative class of similarly situated individuals. *Id*.

In the months following Plaintiff's filing of the instant lawsuit, the Parties engaged in significant arms-length settlement discussions, including informally exchanging relevant information surrounding the alleged claims. Costales Decl. ¶ 4, 5. After months of negotiations, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet memorializing their agreement in principle. Costales Decl. ¶ 6. Thereafter the Parties

drafted and executed the Settlement Agreement which is submitted herewith. *Id*. The Court preliminarily approved the Settlement on November 13, 2024. *Id.* ¶ 2, Ex. B.

SUMMARY OF THE SETTLEMENT

The Settlement provides an exceptional result for the class by making available *pro rata* cash payments to every class member. Costales Decl. ¶ 7. In total, the Settlement establishes a Settlement Fund of $115,500.00 for 33 Settlement Class Members. *Id*.

ARGUMENT

I. THE REQUESTED ATTORNEYS' FEES ARE REASONABLE AND SHOULD BE APPROVED

"Illinois follows the 'American Rule,' which provides that absent statutory authority or a contractual agreement, each party must bear its own attorney fees and costs." *McNiff v. Mazda Motor of Am., Inc.*, 384 Ill. App. 3d 401, 405 (4th Dist. 2008) (quoting *Negro Nest, L.L.C. v. Mid-Northern Mgmt., Inc.*, 362 Ill. App. 3d 640, 641 (4th Dist. 2005)) (quotations omitted). "If a statute or contractual agreement expressly authorizes an award of attorney fees, the court may award fees 'so long as they are reasonable.'" *Id.* (citing and quoting *Career Concepts, Inc. v. Synergy, Inc.*, 372 Ill. App. 3d 395, 405 (1st Dist. 2007)). Here, the Parties have entered into a contractual agreement—the Settlement Agreement—expressly authorizing an award of attorney fees up to $40,425.[1] *See* Settlement Agreement ¶ 2.2(b).

[1] *See* William B. Rubenstein, 5 NEWBERG ON CLASS ACTIONS § 15:12 (5th ed. 2019) (parties to suit may have private agreements concerning fees which may include agreement between class counsel and defendant whereby defendant agrees to pay a certain fee requested by class counsel); *see also Evans v. Jeff D.*, 475 U.S. 717, 738 n.30 (1986) (parties may simultaneously negotiate a "defendant's liability on the merits and his liability for his opponents' attorney's fees"); *In re Nutella Mktg. & Sales Practices Litig.*, 589 F. App'x 53, 60 (3d Cir. 2014) (awarding $500,000 in fees for injunctive class settlement where defendant agreed to change its misleading labels); *Wing v. Asacro Inc.*, 114 F.3d 986, 988 (9th Cir. 1997) ("At the outset, we note that the fee dispute in this case arises [not from a statute or common fund, but] out of a contract: in the Settlement Agreement, Asacro agreed to pay the reasonable attorney fees and expenses as

A. The Court Should Apply The Percentage-of-the-Fund Method In This Case

"When awarding attorney's fees in a class action, a court must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved." *Brundidge v. Glendale Fed. Bank, F.S.B.*, 168 Ill. 2d 235, 244 (1995). "The decision to award fees based on the lodestar or percentage method is a matter within the sound discretion of the trial court, considering the particular facts and circumstances of each case." *Id.* However, the Court is not required to perform a lodestar cross-check on Class Counsel's fees. *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.,* 2016 IL App (2d) 150236, ¶ 58, 52 N.E.3d 427, 441 (citing *Brundidge,* 168 Ill.2d at 246) (rejecting an objector's argument that the trial court was required to perform a lodestar cross-check on class counsel's fees and awarding class counsel fees totaling 33% of the common fund, or $7,600,000); *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at *18 (N.D. Cal. Apr. 17, 2020) ("Generally, a district court is 'not required' to conduct a lodestar cross-check to assess the reasonableness of a fee award."). Indeed, the "[p]ercentage analysis approach eliminates the need for additional major litigation and further taxing of scarce judicial resources." *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 924–25 (1st Dist. 1995).

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determined and awarded by the court."); *Weinberger v. Great Northern Nekoosa Corp.*, 925 F.2d 518, 523 (1st Cir. 1991) (holding that when parties to class actions have reached a "clear sailing" fee-shifting agreement as part of settlement, trial court may determine and award reasonable fees "even where no fee-shifting statute of common law exception thrives"); *Browne v. Am. Honda Motor Co., Inc.*, No. CV 09-06750 (C.D. Cal. Oct. 10, 2010) ("A settlement agreement is a binding contract" and "contractual provisions providing for the payment of attorneys' fees . . . provide a basis for awarding fees."); *In re TJX Cos. Retail Secs. Breach Litig.*, 584 F. Supp. 2d 395, 399 (D. Mass. 2008) (noting that basis for awarding fees was "part of the Agreement, [in which Defendant] agreed to pay court-approved attorneys' fees not to exceed $6,500,000"); *Deloach v. Philip Morris Cos.*, 2003 WL 2304907, at *4 n.2 (M.D.N.C. Dec. 19, 2003) ("the present petition [for attorney fees] was brought pursuant to a private [settlement] agreement among the parties") (citation omitted); *Neel v. Strong*, 114 S.W.3d 272, 273 (Mo. Ct. App. 2003) ("As part of the settlement, the Attorney General and the tobacco companies agreed that the tobacco companies would pay the fees of the outside counsel.").

"Accordingly, most federal circuits…have abandoned the lodestar in favor of a percentage fee in common fund cases." *Id.*

In "choosing between the percentage and lodestar approaches," courts "look to the calculation method most commonly used in the marketplace at the time such a negotiation would have occurred." *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 500-01 (N.D. Ill. 2015) (citing *Cook v. Niedert*, 142 F.3d 1004, 1013 (7th Cir. 1998)); *see also McKinnie v. JP Morgan Chase Bank, N.A.*, 678 F. Supp. 2d 806, 814-15 (E.D. Wis. 2009). In class action litigation, where "the normal practice [is] to negotiate a fee arrangement based on a percentage of the plaintiffs' ultimate recovery," *Kolinek*, 311 F.R.D. at 500-01, state and federal courts in Illinois and throughout the country are in near unanimous agreement that the percentage-of-the-fund approach best yields the fair market price for the services provided by counsel to the class. *See Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 2006) ("When the prevailing method of compensating lawyers for similar services is the contingent fee, then the contingent fee *is* the 'market rate.'"); *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995) (noting that "a percentage fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases") (citation omitted); *In re Continental Illinois Securities Litig.*, 962 F.2d 566, 572 (7th Cir. 1992) (market for legal services paid on a contingency basis shows the proper percentage to apply in a class action that creates a common fund for the benefit of the class)); *Williams v. Gen. Elec. Capital Auto Lease*, 94 C 7410, 1995 WL 765266, *9 (N.D. Ill. Dec. 26, 1995) (noting that "[t]he approach favored in the Seventh Circuit is to compute attorney's fees as a percentage of the benefit conferred upon the class"); *see also, e.g., Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (explaining that where "a class suit produces a fund for the class," as is the case here, "it is commonplace to award the lawyers for the class a percentage of the fund," and affirming

fee award of 38% of $20 million recovery to class) (citing *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984)); *Sutton*, 504 F.3d at 693 (directing district court on remand to consult the market for legal services so as to arrive at a reasonable percentage of the common fund recovered); *In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 794 (N.D. Ill. 2015) ("[T]he court agrees with Class Counsel that the fee award . . . should be calculated as a percentage of the money recovered for the class.").

This Court should likewise apply the percentage-of-the-fund method here. The percentage-of-the-fund method best replicates the *ex ante* market value of the services that Class Counsel provided to the Settlement Class. It is not just the typical method used in contingency-fee cases generally, *see Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998), but it is also the means by which an informed Settlement Class and Class Counsel would have established counsel's fee *ex ante*, at the outset of the litigation. *See Kolinek*, 311 F.R.D. at 500-01 ("[T]he normal practice [is] to negotiate a fee arrangement based on a percentage of the plaintiffs' ultimate recovery"). The percentage-of-the-fund method also better aligns Class Counsel's interests with those of the Settlement Class because it bases the fee on the results the lawyers achieve for their clients rather than on the number of motions they file, documents they review, or hours they work, and it avoids some of the problems the lodestar-times-multiplier method can foster (such as encouraging counsel to delay resolution of the case when an early resolution may be in their clients' best interests). *Brundidge*, 168 Ill.2d at 242; *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 566 (7th Cir. 1994); *In re Synthroid Mktg. Litig.*, 264 F.3d 712 at 720-21 (7th Cir. 2001).[2] And it is also simpler to apply. *Id.*; *see also, e.g., Kolinek*, 311 F.R.D. at

[2] In this case for example, a lodestar approach would have created a perverse incentive for Class Counsel to reject or delay entering into the Settlement offer set forth in the Settlement Agreement merely to bill more hours through more unnecessary, wasteful, and inefficient litigation—an

501 (percentage of the ultimate recovery method appropriate for awarding fees in TCPA class action "because fee arrangements based on the lodestar method require plaintiffs to monitor counsel and ensure that counsel are working efficiently on an hourly basis, something a class of nine million lightly-injured plaintiffs likely would not be interested in doing"). Accordingly, the Court should apply the percentage-of-the-fund method.

B. The Requested Attorneys' Fees Are Reasonable As A Percentage Of The Class Benefit

In class action settlements, courts typically award attorneys' fees based on a percentage of the total settlement, which includes any litigation expenses incurred. *Brundidge*, 168 Ill. at 238. "[T]he percentage of the fund method…reflects the results achieved." *Id.* at 244; *see Taubenfeld v. AON Corp.,* 415 F.3d 597, 600 (7th Cir. 2005) (noting "thirteen cases in the Northern District of Illinois where counsel was awarded fees amounting to 30-39% of the settlement fund").

An award to Class Counsel of 35% of the Settlement Fund is well within the range of fees typically awarded to class counsel by Illinois courts in comparable all-cash class action settlements.[3] *See, e.g., Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, U.S. Dist. LEXIS 20397, at *10 (N.D. Ill. Dec. 10, 2001) (noting that a "customary contingency fee" ranges "from

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approach that, had it been adopted by Class Counsel, may have resulted in no recovery for all or some of the Settlement Class Members.

[3] The requested award of fees to Class Counsel of 35% of the settlement fund is inclusive of all costs and out-of-pocket litigation expenses incurred in the prosecution of this action to date, including those that will continue to accrue as the Settlement process continues. Costales Decl. ¶ 21. Although typically awarded in addition to the requested fee award, in this case Class Counsel do not seek reimbursement of these expenses on top of the requested Fee Award. *See, e.g., Kaplan v. Houlihan Smith & Co.*, No. 12-cv-5134, U.S. Dist. LEXIS 83936, at *12 (N.D. Ill. June 20, 2014) (awarding expenses "for which a paying client would reimburse its lawyer"); *Spicer v. Chicago Bd. Options Exch., Inc.*, 844 F. Supp. 1226, 1256 (N.D. Ill. 1993) (detailing and awarding expenses incurred during litigation).

33 1/3% to 40% of the amount recovered") (citing *Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986)); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 599 (N.D. Ill. 2011) (same); *Meyenburg v. Exxon Mobil Corp.*, U.S. Dist. LEXIS 52962, at *5 (S.D. Ill. July 31, 2006) ("33 1/3% to 40% (plus the cost of litigation) is the standard contingent fee percentages in this legal marketplace for comparable commercial litigation"); *see also, e.g., Sabon, Inc.*, 2016 IL App (2d) 150236, at ¶ 59 (upholding an attorneys' fees award of one-third of a reversionary fund recovered in light of the "substantial risk in prosecuting this case under a contingency fee agreement given the vigorous defense of the case and defenses asserted").

1. The Total Value Of The Settlement Is $115,500.00

To calculate attorneys' fees based on the percentage of the benefit, the Court must first determine the value of the Settlement Fund. In doing so, the Court must include the value of the benefits conferred to the Class, including any attorneys' fee, expenses, service award and notice and claims administration payments to be made. *See*, *e.g.*, *Brundidge*, 168 Ill.2d at 238. Thus, the Court should consider the *entire benefit* conferred by the Settlement, including the benefit fund, agreed on attorneys' fees, costs, and expenses, cost of notice and claims administration, and the Plaintiff's incentive award, amounting to a total value of $115,500.00.

2. The Requested 35% Of The Settlement Fund Is Reasonable

Here, the requested $40,425 fee, inclusive of costs and expenses, is 35% of the $115,500.00 Settlement Fund generated on behalf of the Settlement Class, which falls within the range awarded in class actions by courts throughout the country. As aforementioned, Courts have recognized that fee awards as high as 50% of the gross settlement fund are reasonable. *See* NEWBURG ON CLASS ACTIONS, *supra*, §15:83 (5th ed. Dec. 2016 update) ("Usually, 50 percent of the fund is the upper limit on a reasonable fee award from a common fund…though somewhat

larger percentages are not unprecedented."); *Wells v. Allstate Ins. Co.,* 557 F. Supp. 3d 1, 7-8 (D.D.C 2008) (noting that fee awards may range up to 45%, and approving fee request of 45% of the total gross recovery); *In re Ampicillin Antitrust Litig.,* 526 F. Supp. 494, 499 (D.D.C. 1981) (awarding 45% of $7.3 million gross settlement fund as attorneys' fees); *see also Martin v. AmeriPride Servs, Inc.,* 2011 WL 2313604, at *8 (S.D. Cal. June 9, 2011) ("Other case law surveys suggest that 50% is the upper limit, with 30-50% commonly being awarded in cases in which the common fund is relatively small."). The requested fee of 35% of the Settlement Fund is reasonable in light of the substantial monetary relief obtained by Class Counsel here – despite significant risk – and should be awarded.

"When assessing the reasonableness of fees, a trial court may consider a variety of factors, including the nature of the case, the case's novelty and difficulty level, the skill and standing of the attorney, the degree of responsibility required, the usual and customary charges for similar work, and the connection between the litigation and the fees charged." *McNiff,* 384 Ill. App. 3d at 407 (quoting *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314 – 5 (1st Dist. 2007)) (quotations omitted). Here, each of these factors shows the requested fee is reasonable.

a. *Plaintiff's Claims Carried Substantial Litigation Risk*

Class Counsel took on the case, worked on the case, and even undertook a significant financial risk, with no upfront payment, and no guarantee of payment absent a successful outcome. In addition to attorney time spent on the case, Class Counsel also advanced out-of-pocket expenses, again with no guarantee of repayment. Costales Decl. ¶ 21. If the case had advanced through class certification, these expenses would have increased many-fold, and Class Counsel would need to advance these expenses potentially for several years to litigate this action through judgment and appeals.

Additionally, Defendant would have contested class certification, and Plaintiff would have faced serious risks even before getting to class certification. Defendant most certainly would have sought summary judgment, as well as engaged in extensive and protracted discovery. Despite these risks, the Settlement Agreement provides every Settlement Class Member with a *pro rata* cash payment without the need to complete a claim form. This is an excellent result, particularly in comparison with other approved BIPA settlements. *See, e.g.*, *Zepeda v. Intercontinental Hotels Group, Inc.*, No. 2018-CH-02140 (Cir. Ct. Cook Cnty., Ill. 2018) (Atkins, J.) (settlement provided each class member eligible to receive a *pro rata* share of a settlement fund that would amount to gross payouts per class member of approximately $500); *Preplipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Cir. Ct. Cook Cnty., Ill. 2020) (each class member eligible to receive a payment of $262.28); *Sekura v. L.A. Tan Enterprises, Inc.*, No. 2015-CH-16694 (Cir. Ct. Cook Cnty., Ill. 2016) (each class member was eligible to receive a *pro rata* share of a settlement fund that amounted to approximately $40 per person). Indeed, in *Sekura*, *Preplipceanu*, and *Zepeda*, Class Counsel were awarded a 40% fee.

b. *The Skill And Standing Of The Attorneys Supports The Requested Fee*

Class Counsel are well-respected attorneys with significant experience litigating similar class action cases in federal and state courts across the country, including other BIPA cases. Costales Decl. ¶¶ 13-15. Furthermore, "[t]he quality of the opposition should be taken into consideration in assessing the quality of the plaintiffs' counsel's performance." *In re MetLife Demutalization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y. 2010). Here, Defendant was represented by the prominent and well-respected law firm of Fox Rothschild LLP. Class Counsel achieved an exceptional result in this case while facing well-resourced and experienced defense counsel. *See Marsh ERISA Litig.*, 265 F.R.D. at 148 ("The high quality of defense counsel

opposing [p]laintiffs' efforts further proves the caliber of representation that was necessary to achieve the Settlement.").

c. *The Settlement Was The Result Of Arms'-Length Negotiations Between The Parties After A Significant Exchange Of Information*

This action required considerable skill and experience to bring it to such a successful conclusion. The case required investigation of factual circumstances, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses. In taking on this case, Class Counsel undertook the large responsibility of pursuing claims on behalf of a class of employees against their employer and experienced defense counsel. Class Counsel also undertook the large responsibility of funding this case, without any assurance that they would recover those costs. Class Counsel not only took on the obligation to act on behalf of the Plaintiff, but also the class as a whole.

Class Counsel worked with Defendant's Counsel to gather critical information of settlement discussions, including the size of the putative class, and approximate time-period of the alleged BIPA violations. Costales Decl. ¶¶ 4-5. Through the undertaking of a thorough investigation, informal discovery, and substantial arm's-length negotiations, Class Counsel obtained a settlement that provides a real and significant monetary benefit to the Class. Since that time, Class Counsel has drafted and negotiated the Settlement Agreement, moved for and obtained preliminary approval, and diligently monitored the successful notice program and claims administration process.

Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case and oppose class certification. Even assuming a class was certified, and summary judgment defeated, the case would then have moved on to trial, which would have been costly, time-consuming, and

very risky for Settlement Class Members and for counsel. Class Counsel undertook this representation understanding that the risk of losing on class certification, or summary judgment, or at trial were significant. But for this settlement, Defendant likely would have moved to dismiss and/or stay the case, resulting in rounds of briefing and a risk of dismissal or substantial delay.

d. *The Usual And Customary Charges For Similar Work*

When Class Counsel undertake major litigation such as this, it necessarily limits their ability to undertake other complex litigation cases. During the course of this litigation, Class Counsel devoted significant time and resources to succeed in this case. Class Counsel had to make this commitment at the outset of this case without knowing how long the case would take to resolve, if ever. Therefore, Class Counsel's willingness to prosecute this action on a contingent fee basis and to advance costs diverted the time and resources expended on this action from other cases. *See id.* ¶ 19-20.

Further, as detailed above, the requested fees of 35% of the settlement fund is well within the market range. *See supra* cases cited in Argument §§ I.A-B. And, indeed, Illinois courts have awarded 40% in fees in similar BIPA settlements, including where the class member recoveries were smaller than in this case. *See Sekura, supra* (awarding a 40% fee where the BIPA class settlement resulted in each class member being eligible to receive a *pro rata* share of a settlement fund that would have amounted to approximately $40); *Preplipceanu, supra* (awarding a 40% fee where each class member was eligible to receive a payment of $262.28); *Zepeda, supra* (awarding a 40% fee where the settlement provided each class member being eligible to receive a *pro rata* share of a settlement fund that would amount to a gross payout per class member of approximately $500).

II. THE REQUESTED INCENTIVE AWARD IS REASONABLE AND SHOULD BE APPROVED

An Incentive Award of $3,500.00 to Plaintiff Cardona is appropriate here. "In some cases, the amount requested as an incentive award, given the court's knowledge about the advanced stage of the case or other procedural facts, will be so obviously reasonable that only minimal scrutiny will be required for approval, at least in the absence of any objection from class member." 299 F.R.D. 160 at NACA Guideline 5. Defendant has agreed to pay an incentive award to Plaintiff in the amount of $3,500.00. Settlement Agreement ¶ 2.2(a). Courts routinely approve Incentive Award to compensate named plaintiffs for the services they provide and the risks they incur during the course of class action litigation. *See* 299 F.R.D. 160, NACA Guideline 5 (West 2014) ("Consumers who represent an entire class should be compensated reasonably when their efforts are successful and compensation would not present a conflict of interest."); *see also Cook v. Niedert,* 142 F.3d 1004 (7th Cir. 1998) (value of settlement was $14 million; incentive award to class representative of $25,000); *see also In re Remeron End-Payor Antitrust Litig*., No. Civ. 02-2007 FSH, 2005 WL 2230314 (D.N.J. Sept. 13, 2005) (value of settlement was $36 million; incentive payments totaling $75,000 for six named plaintiffs). "Many cases note the public policy reasons for encouraging individuals with small personal stakes to serve as class plaintiffs in meritorious cases." 299 F.R.D. 160, Guideline 5 Discussion (citing cases).

This case is no different. Plaintiff's participation has been instrumental in the prosecution and ultimate settlement of this action. Here, Plaintiff spent substantial time on this action, including by: (i) assisting with the investigation of this action and the drafting of the complaint, (ii) being in contact with counsel frequently, (iii) and staying informed of the status of the action, including settlement. *See* Costales Decl. ¶¶ 23-25. Moreover, the requested incentive award of

$3,500.00 is a modest multiplier of Plaintiff's potential recovery under BIPA. *See* 740 ILCS 14/20(2) (providing recovery of up to $5,000 in a private action).

CONCLUSION

For the foregoing reasons, Plaintiff and Class Counsel respectfully request that the Court approve an incentive award of $3,500.00 to Plaintiff and approve an award of attorneys' fees of 35% of the Settlement Fund, or $40,425, to Class Counsel. The requested awards would both adequately reward and reasonably compensate Class Counsel and Plaintiff for assuming the significant risks that this case presented at the outset and nonetheless expending a substantial amount of time and other resources investigating, litigating, and negotiating a resolution to the case for the benefit of the Settlement Class.

Dated: February 27, 2025

Respectfully submitted,

/s/ Roberto Luis Costales

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IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ANTONIO CARDONA, individually and on behalf of other persons similarly situated, Plaintiff, v. RESTAURANT TECHNOLOGIES, INC., Defendant.	Case No.: 2023CH09325 Honorable Neil H. Cohen

DECLARATION OF ROBERTO LUIS COSTALES IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARD

I, Roberto Luis Costales, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am a Partner at Beaumont Costales LLC and counsel of record for Plaintiff in this action. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed herewith.

2. Attached to this declaration is a true and correct copy of the Parties' Class Action Settlement Agreement as ***Exhibit A***, and a copy of the Court's Preliminary Approval Order as ***Exhibit B***.

3. On November 8, 2023, Plaintiff Cardona filed the Class Action Complaint in the Circuit Court of Cook County, Illinois. The material allegations of the Complaint are that Defendant collected, stored and used—without first obtaining informed written consent or publishing data retention policies—the biometrics of its employees (and former employees) in violation of the BIPA, 740 ILCS 14/1 *et seq*. Plaintiff's complaint sought statutory damages on

behalf of himself as well as a putative class of similarly situated individuals

4. In the months following Plaintiff's filing of the instant lawsuit, the Parties engaged in significant arms-length settlement discussions, including informally exchanging relevant information surrounding the alleged claims and airing their respective legal arguments.

5. Given that the information exchanged would have been, in large part, the same information produced in formal discovery related to issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

6. After months of negotiations, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet memorializing their agreement in principle. Thereafter the Parties drafted and executed the Settlement Agreement submitted herewith.

7. The resulting $115,500.00 proposed Settlement secures extraordinary relief for the class. Based on Defendant's records the proposed Settlement Class includes approximately 33 individuals.

8. Pursuant to the terms of the Settlement, every Settlement Class Members will receive payment without having to make a claim against the Settlement Fund.

9. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims, and Plaintiff's and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

10. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive Plaintiff and class members of any

potential relief whatsoever. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiff and Class Counsel are also aware that Defendant would have continued to challenge liability, as well as assert several defenses. Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision, and that in light of the statutory damages in play it would argue—in both the trial and appellate courts—for a reduction of damages based on due process concerns.

11. I was barred in the state of Louisiana in 2011 and Illinois in 2019. I am additionally a member of the trial bar of the Northern District of Illinois, the Fifth Circuit Court of Appeals of the United States, the Seventh Circuit Court of the Appeals of the United States, and the Ninth Circuit Court of Appeals of the United States.

12. My co-counsel William Beaumont and I are the partners of our firm, Beaumont Costales LLC. We have been in practice together for more than ten years and have offices in Chicago, Illinois and New Orleans, Louisiana. We began our practice in the areas of criminal defense and personal injury, and have accrued experience in all phases of litigation, including extensive trial experience, in the course of representing many hundreds of individual litigants. Our cases have been reported by major news outlets like Popular Science, USA Today, and the Wall Street Journal.

13. Since beginning our class action practice in 2016, we have earned more than 28 million dollars for class members. The majority of this work has focused on wage and hour class actions, where we previously specialized in fighting for the rights of undocumented migrant workers to receive minimum wage and overtime pay. We also routinely file class actions under the Americans with Disabilities Act, the Telephone Consumer Protection Act, the Illinois Right

of Publicity Act, the Illinois Biometrics Privacy Act.

14. Mr. Beaumont and I have been named lead class counsel in more than twenty other collective and class action cases, including but not limited to: *Novak v. Southshore Enterprises Inc.*, Case No. 2021-L-47 (Cir. Ct. McLean County 2022); *Fischer, et al. v. Instant Checkmate LLC*, No. 19-cv-04892, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022); *Mohn v. Chronister Oil Company*, No. 20-L-249 (Cir. Ct. Sangamon County 2021); *Kelly v. Peryam and Kroll Research Corporation*, Case No. 20-CH-4665 (Cir. Ct. Cook County 2021); *Goldschmidt v. Rack Room Shoes, Inc*., Case No. 18-CV-21220 (S.D. Fl. Jan. 15, 2020); *De La Rosa v. Collision Damage Experts Group, LLC*, Case No. 17-CH-14760 (Cir. Ct. Cook County 2020); *Salgado v. Greenway Resource Recovery, LLC*, Case No. 18-cv-00889 (N.D. Ill. Nov. 15, 2018); *Maldonado v. New Orleans Millworks*, LLC, Case No. 17-CV-1015 (E.D. La. Mar. 14, 2018); *Nieto v. Pizzati Enterprises, Inc*., Case No. 16-CV-5352, (E.D. La. Mar. 28, 2017); *Murillo v. Coryell Cnty. Tradesmen, LLC*, Case No. 15-CV-3641 (E.D. La. Sept. 21, 2016); *Calix v. Ashton Marine LLC,* Case No. 14-CV-2430 (E.D. La. March 25, 2015); *Esparza v. Kostmayer Construction*, Case No. 15-CV-4644 (E.D. La. July 1, 2016); *Leon v Diversified Concrete*, Case No. 15-CV-6301 (E.D. La. Oct. 26, 2016).

15. Mr. Beaumont and I serve as Plaintiff's counsel in over thirty other BIPA class actions. We regularly apprise ourselves of updates in the law of the BIPA, and continuously track filings and settlements in that field.

16. Based on my experience, and also my review of BIPA class settlements, I can say that the parties' proposed settlement in this case is a great result for class members and commensurate with (if not superior to) other BIPA class settlements in recent years.

17. Since the Court preliminarily approved the Settlement, my firm has worked with

the Settlement Administrator, Simpluris, Inc. ("Simpluris"), to carry out the Court-ordered notice plan. Specifically, my firm worked with Defendant and Simpluris to secure the class list and effectuate notice.

18. Since class notice has been disseminated, my firm has continued to work closely with Simpluris to monitor notice and any other issues that may arise.

19. My firm undertook this litigation on a contingency basis, despite knowing the litigation risks and the prospect of no recovery.

20. As set forth above, my firm has devoted (and continues to devote) a significant amount of attorney time and other resources investigating, prosecuting and resolving this litigation and, as a result, has been forced to forego other new matters that we otherwise would have taken on.

21. Additionally, my firm has expended out-of-pocket costs and expenses in connection with the investigation, prosecution, and resolution of this litigation. My firm is not seeking reimbursement for these expenses separate from the fees we request from the Settlement Fund.

22. In addition to the work my firm has performed thus far, I anticipate that my firm will expend additional time in the future performing work in connection with the fairness hearing, coordinating with Simpluris, monitoring settlement administration, and responding to Settlement Class Member inquires before this litigation and the settlement administration and distribution process comes to an end.

23. I am of the opinion that Plaintiff Cardona's active involvement in this case was critical to its ultimate resolution. He took his role as a class representative seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without his

willingness to assume the risks and responsibilities of serving as a class representative, I do not believe such a strong result could have been achieved.

24. Plaintiff Cardona equipped my firm with critical details regarding his employment with Defendant. He assisted us in investigating his claims, detailing Defendant's practices, aiding in drafting the complaint, and preparing to participate in discovery. Plaintiff Cardona was also prepared to testify at deposition and trial, if necessary and was actively consulted during the settlement process.

25. In short, Plaintiff Cardona assisted Class Counsel in pursuing this action on behalf of the class, and his involvement in this case has been nothing short of essential.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 27th day of February, 2025.

/s/ Roberto Luis Costales

EXHIBIT A

Class Action Settlement Agreement

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into by and among Plaintiff, Antonio Cardona ("Named Plaintiff" or "Cardona"), individually and on behalf of the Settlement Class (as defined herein); and Defendant, Restaurant Technologies, Inc. ("Defendant" or "Restaurant Technologies"). Named Plaintiff and Defendant are collectively referred to herein as the "Parties." This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of the Settlement Terms are:

Class Definition: "Restaurant Technologies, Inc. employees who are residents of the State of Illinois and authorized drivers of vehicles in Illinois operated under Restaurant Technologies, Inc.'s federal motor carrier authority, which were allegedly equipped with a dash-camera with facial recognition capabilities between November 8, 2018 and December 31, 2023."

Number of Settlement Class Members: 33

Settlement Fund: $115,500.00

Settlement Administrator: Simpluris, Inc.

Time to Effectuate Notice: 30 days after entry of the Preliminary Approval Order

Time to Object or File Exclusion: 75 days after entry of the Preliminary Approval Order

Time for Final Hearing Date: 105 days from after entry of the Preliminary Approval Order

RECITALS

On November 8, 2023, Named Plaintiff filed a putative class action in the Circuit Court of Cook County, Illinois, captioned as *Antonio Cardona v. Restaurant Technologies, Inc.*, Case No.

2023CH09325 (the "Action"). The material allegations of the Complaint were that Restaurant Technologies, using a dual-facing dash camera system collected and stored scans of facial geometry as well as other Settlement Class Members without consent in violation of the Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"), and sought statutory damages and injunctive relief. Specifically, Named Plaintiff alleges that Restaurant Technologies:

1. "uses biometric cameras to monitor the work of certain workers";
2. "has a separate biometric camera for each of these workers" that allows Restaurant Technologies "to associate the information from each of its respective biometric cameras with a particular worker";
3. has "cameras collect and store the biometric data of [its] workers by scanning their facial geometry";
4. did not inform either Named Plaintiff or Settlement Class Members in writing of "the specific purpose and length of term for which their biometric data would be collected, stored, and/or used";
5. did not disclose to Named Plaintiff, Settlement Class Members, or the public "its written retention schedule and guidelines for permanently destroying workers' biometric data"; and
6. did not disclose to Named Plaintiff or Settlement Class Members "the identities of any third parties with whom [it] was directly or indirectly sharing, disclosing, or otherwise disseminating class members' biometric data".

A. The Parties engaged in settlement discussions, including informally exchanging relevant information surrounding the alleged claims.

B. On March 29, 2024, the Parties agreed on all material terms of a class action settlement and executed a term sheet ("Class Action Settlement Term Sheet").

C. At all times, Restaurant Technologies has denied and continues to deny any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and denies that certification of a class is necessary or proper and reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action. Restaurant Technologies maintains that it has a number of meritorious defenses to the claims asserted in this Action, and that Restaurant Technologies would prevail in this matter on summary judgment or at trial. Restaurant Technologies denies any wrongdoing and any liability to Plaintiff and the Settlement Class whatsoever. Restaurant Technologies also denies that class certification is warranted or appropriate. Accordingly, any references to the alleged business practices of Restaurant Technologies in this Settlement Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of Restaurant Technologies. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, Restaurant Technologies has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Settlement Agreement to avoid further expense, inconvenience, and burden of litigation. This Settlement Agreement is a compromise, and this Settlement Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of merit or an admission or concession of liability or wrongdoing on the part of Restaurant Technologies, 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.

D. Named Plaintiff believes that the claims asserted in the Action against Restaurant Technologies have merit and would have prevailed at summary judgment and/or trial. Nonetheless, Named Plaintiff and Class Counsel recognize that Restaurant Technologies has raised factual and legal defenses that present a risk that Named Plaintiff may not prevail. Named Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Restaurant Technologies through class certification, summary judgment, trial, and any subsequent appeals. Named Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Named Plaintiff believes it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Settlement Class (defined below), and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Settlement Agreement.

E. Restaurant Technologies believes that the settlement set forth in this Settlement Agreement is likewise in the best interests of all parties involved.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Named Plaintiff, the Settlement Class, and Restaurant Technologies, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from this Settlement Agreement set forth herein, that the Action and the Released Claims shall be

finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 "Action" means *Antonio Cardona v. Restaurant Technologies, Inc.*, Case No. 2023CH09325, currently pending in the Circuit Court of Cook County, Illinois.

1.2 "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of judgment provided for in this Settlement Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 "Biometric Data" means a Settlement Class Member's biometric identifier and biometric information, as those terms are defined in BIPA, 740 ILCS 14/10.

1.4 "BIPA" means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.5 "Class Counsel" means Beaumont Costales, LLC.

1.6 "Class Period" means the period of time from November 8, 2018 to December 31, 2023.

1.7 "Class Representative" means the named Plaintiff in this Action: Antonio Cardona.

1.8 "Court" means the Circuit Court of Cook County, Illinois.

1.9 "Defendant" or "Restaurant Technologies" means Restaurant Technologies, Inc.

1.10 "Defendant's Counsel" or "Restaurant Technologies' Counsel" means Fox Rothschild LLP.

1.11 "Effective Date" means the date by which this Settlement Agreement is approved by the Court.

1.12 "Escrow Account" means the escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Restaurant Technologies into the Escrow Account in accordance with the terms of this Settlement Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.13 "**Fee Award"** means the amount of attorneys' fees and reimbursement of costs and expenses awarded by the Court to Class Counsel, which shall be paid from the Settlement Fund.

1.14 "Final Approval Hearing" means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving this Agreement, the Fee Award, the Incentive Award to the Class Representative, and any costs explicitly provided for in this Settlement Agreement to implement this Agreement.

1.15 "Final Approval Order" or "Final Judgment" means the order finally approving this Settlement Agreement, certifying the Settlement Class for settlement purposes, dismissing the claims in the Action with prejudice and without costs (except as explicitly provided for in this Agreement), approving and ordering that the Released Claims will be released as to the Released Parties, and reserving jurisdiction over this Settlement Agreement and to the Settlement. The order shall be incorporated by reference in this Agreement.

1.16 "Incentive Award" refers to the payment of $3,500.00 or such other amount approved by the Court to the Class Representative.

1.17 "Named Plaintiff" means Antonio Cardona.

1.18 "Net Settlement Fund" means the amount of the Settlement Fund remaining after payment of Settlement Administration Expenses (including Notice costs), any Incentive Award to the Class Representative, and the Fee Award.

1.19 "Notice" means the notice of this Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, and substantially in the form of Exhibit A attached hereto and incorporated by reference in this Agreement.

1.20 "Notice Date" means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

1.21 "Objection/Exclusion Deadline" means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than seventy-five (75) days after the Preliminary Approval Order and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement website, or such other date as ordered by the Court.

1.22 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their respective spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. "Person" is not

intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.23 "Preliminary Approval Order" means the Order filed by Named Plaintiff substantially in the form of Exhibit C, preliminarily approving the Settlement Agreement, appointing Class Counsel and the Class Representative, conditionally certifying the Settlement Class for settlement purposes, and approving and directing notice thereof to the Settlement Class substantially in the form of Exhibit A.

1.24 "Released Claims" means any and all past and present claims, complaints, or causes of action, proceedings, or remedies of any kind, whether legal, statutory, equitable, or of any other type or form under federal, state or local law, known or unknown (including, without limitation, claims for attorneys' fees and expenses and costs), of the Named Plaintiff and Settlement Class Members from the beginning of time through the Effective Date, arising from any claims that were, could have been, or could be brought against Defendant and all Released Parties (defined herein) related to any rights granted to Named Plaintiff and Settlement Class Members under the Illinois Biometric Information Privacy Act, or Defendant's alleged collection, possession, capture, purchase, receipt through trade, obtaining, sale, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged confidential and sensitive information, biometric information or biometric identifiers without a written retention schedule, without providing guidelines for permanently destroying biometric information and/or biometric identifiers, and without obtaining the consent of Named Plaintiff or other Settlement Class Members in connection with the employment of Named Plaintiff and all other Settlement Class Members.

1.25 "Released Parties" means Restaurant Technologies and/or any or all of its current, former and future direct and indirect owners, affiliates (including, without limitation, all entities

owned by the direct or indirect owners of Restaurant Technologies), parents, holding companies, subsidiaries, divisions, officers, directors, shareholders, investors, principals, owners, members, associates, corporations, trustees, heirs, administrators, executors, directors, officers, managers, board members, partners, agents, employees, attorneys, insurers, reinsurers, accountants, financial and other advisors, investment bankers, benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, vendors, insurers and reinsurers of such plans), underwriters, lenders, predecessors, assigns, successors, and all other persons and/or entities acting through, under, and/or in concert with any of the foregoing.

1.26 "Releasing Parties" means Named Plaintiff, Settlement Class Members, and all of their respective present or past heirs, spouses, parents, children, guardians, associates, co-owners, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.27 "Settlement" means the disposition of the Action and all related claims effectuated by this Settlement Agreement.

1.28 "Settlement Administration Expenses" means the Settlement Administrator's fee, and the expenses incurred by the Settlement Administrator in providing Notice, processing exclusions and objections, responding to inquiries from members of the Settlement Class, mailing Settlement checks, related services, including providing reports to Class Counsel and Defendant's Counsel, paying taxes and tax expenses related to the Settlement Fund (including all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in

connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.29 "Settlement Administrator" means Simpluris, Inc. or such other reputable administration company that has been selected by Class Counsel and reasonably acceptable to Restaurant Technologies and approved by the Court to perform the duties set forth in this Settlement Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment to the Settlement Class as set forth in this Settlement Agreement, and disbursing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund, and reporting necessary updates to Class Counsel and Defendant's Counsel.

1.30 "Settlement Class" means: Restaurant Technologies, Inc. employees who are residents of the State of Illinois and authorized drivers of vehicles in Illinois operated under Restaurant Technologies, Inc.'s federal motor carrier authority, which were allegedly equipped with a dash-camera with facial recognition capabilities between November 8, 2018 and December 31, 2023. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (3) the legal representatives, successors or assigns of any excluded Persons.

1.31 "Settlement Class List" means all individuals making up the Settlement Class and who are identified by first and last name on Exhibit B, attached hereto.

1.32 "Settlement Class Member" means a Person on the Settlement Class List and who has not effectively elected to Opt-Out on or before the Objection/Exclusion Deadline.

1.33 "Settlement Fund" means the cash fund that shall be established by Defendant in the total amount of $115,500.00 USD to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay the Settlement Class Members, Settlement Administration Expenses, any Incentive Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Restaurant Technologies' monetary obligations under this Settlement Agreement. Plaintiff reserves the right to rescind this Settlement Agreement should the final count of Settlement Class Members exceed thirty-three (33) persons, unless the Parties agree to adjust the Settlement Fund by an amount proportionate to the final count of Settlement Class Members (i.e., $3,500.00 multiplied by the final count of Settlement Class Members).

1.34 "Settlement Payment" means the amount equal to the Net Settlement Fund divided by the number of Settlement Class Members who are successfully delivered notice pursuant to Paragraph 4.1.(d) – (e) herein.

2. SETTLEMENT RELIEF.

2.1 Settlement Fund. Restaurant Technologies shall pay into the Escrow Account the amount of the Settlement Fund ($115,500.00) within twenty-one (21) days after the following conditions are met: (i) entry of the Preliminary Approval Order; and (ii) counsel for Defendant is in physical receipt of a fully executed copy of this Settlement Agreement, and a completed and

signed IRS Form W-9 from Class Counsel. This is the total and maximum amount the Released Parties will pay.

2.2 Payments from Settlement Fund.

(a) *To Named Plaintiff*: Restaurant Technologies agrees not to object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representative in the amount of up to $3,500.00. Class Counsel, in turn, agrees to seek no more than this amount from the Court as the Incentive Award to the Class Representative. Such Incentive Award shall be paid from the Settlement Fund and pursuant to the terms herein. Any modification to the terms or timing or reduction of the proposed amount of the Class Representative Incentive Award shall in no way impact the validity of the settlement of this Action. If the Court approves an Incentive Award of less than $3,500 for the Named Plaintiff, the remainder will be retained in the Settlement Fund. The Incentive Award shall be payable by the Settlement Administrator at the same time as Settlement Payments in Paragraph 2.3(a). A Form 1099 will be issued to Named Plaintiff with respect to the Incentive Award.

(b) *To Class Counsel:* Restaurant Technologies agrees that Class Counsel may apply for and receive from the Settlement Fund, subject to Court approval, attorneys' fees (including costs and expenses) not to exceed 35% of the Settlement Fund ($40,425), plus reimbursement of reasonable costs and expenses. Any fees or costs below this amount that are not awarded are to be added to the Net Settlement Amount. Class Counsel will petition the Court for an award of such attorneys' fees, costs, and expenses, and Restaurant Technologies agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for attorneys' fees, costs, and expenses. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys' fees, costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

(c) *To the Settlement Administrator*: The Settlement Administrator will pay the Settlement Administration Expenses out of the Settlement Fund to itself for its reasonable fees and expenses that are approved by the Court in an amount not to exceed $6,901.00. To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than $6,901.00, the remainder will be retained in the Settlement Fund.

2.3 Payments from Net Settlement Fund.

(a) *Settlement Class Member*: Each Settlement Class Member who is successfully delivered notice pursuant to Paragraph 4.1(d)-(e) and subject to Paragraph 2.3(c) herein will receive a Settlement Payment. The Settlement Payment will be a pro rata share payment. A Form 1099 will be issued to each Settlement Class Member with respect to the Settlement Payment. Settlement Payments and the Incentive Award shall be made in the form of a check, issued and mailed by the Settlement Administrator within ten (10) days after the Effective Date and will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

(b) *Reverter*: If a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, such funds, and any remaining amounts of the Net Settlement Fund shall, subject to Court approval, revert to Defendant. Should the Court not allow unclaimed payments to revert back to Defendant, then the unclaimed payments will be distributed via a *cy pres* award to a mutually agreed upon not-for-profit organization. The Court may revise this provision as necessary without terminating or otherwise affecting this Settlement Agreement, provided the Court's revision does not increase the amount that Defendant would otherwise pay under this Settlement Agreement. If fees, costs, or enhancements are not approved by the Court, the amount of the reduction will get added to the Net Settlement Fund.

(c) *Effect of a Person Submitting an Objection/Exclusion*. Persons who submit a timely Objection/Exclusion request will receive no Settlement Payment, and their choice not to participate in the Settlement will have no effect on the Settlement Fund or Settlement Payments to Settlement Class Members. Their respective pro rata shares will remain in the Settlement Fund. All unclaimed and uncashed amounts from the Settlement Fund shall revert to Defendant, subject to the Court's approval.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE SETTLEMENT CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List Information*. Restaurant Technologies shall provide a Settlement Class Member's social security number to the Settlement Administrator for settlement administration/tax purposes, upon request and in the event deemed necessary by the Settlement Administrator.

(b) *Updating the Settlement Class List*. No later than 30 days after the full execution of this Settlement Agreement, Restaurant Technologies shall update the Settlement Class List consisting of the names and last known e-mail and U.S. Mail addresses, belonging to Persons within the Settlement Class. This updated Settlement Class List shall be provided to the Settlement Administrator in an electronic form and used by the Settlement Administrator only for the purpose of giving Notice to the Settlement Class Members. This updated Settlement Class

List shall also be provided to Class Counsel contemporaneous with its provision to the Settlement Administrator.

(c) *Update Addresses*. Prior to mailing Notice, the Settlement Administrator will attempt to update the addresses of members of the Settlement Class using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any member of the Settlement Class for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt to reissue via mail as described below.

(d) *Direct Notice via U.S. Mail*. No later than thirty (30) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send a copy of the Notice to Settlement Class Members via First Class U.S. Mail substantially in the form attached as Exhibit A hereto in English and Spanish.

(e) *Undeliverable Mail.* If any mailed Notice is returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall reissue via mail the Notice to the forwarding address within five (5) business days. If any Notice is returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall attempt to ascertain a valid address for the affected Settlement Class Member by seeking change of address information through the U.S. Postal Service's National Change of Address Link, and shall reissue via mail the Notice within five (5) business days to any address(es) that are found.

(f) *Settlement Website*. Within thirty (30) days from entry of the Preliminary Approval Order, the Notice shall be provided on a website at an available URL, which shall be obtained, administered and maintained by the Settlement Administrator. The Parties agree that copies of this Settlement Agreement, the Notice, Plaintiff's Motion for Preliminary Approval of the Class Action Settlement, Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award,

Plaintiff's Motion for Final Approval of the Class Action Settlement, and copies of the Court's Preliminary and Final Approval Orders of the Settlement will also be posted to the Settlement Website.

4.2 The Notice shall advise the Settlement Class Members of their rights, including the rights to be excluded from or object to this Settlement Agreement or any of its terms. The Notice shall specify that any objection to this Settlement Agreement, 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 and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Restaurant Technologies' Counsel, and (c) sends copies of such papers by mail, hand, or overnight delivery service to the Settlement Administrator at the address established by the Settlement Administrator to receive requests for exclusions or objections, Claim Forms, and any other communication related to this Settlement.

4.3 The Notice shall advise the Settlement Class Members that lost or damaged checks can only be replaced if the Settlement Class Member notifies the Settlement Administrator within the ninety (90) day period from the date of issue.

5. OBJECTIONS AND EXCLUSIONS.

5.1 Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's full name, current telephone number, e-mail address, and postal address;

(2) the name and number of the Action; (3) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (4) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (6) 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; (7) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (8) the objector's signature.

5.2 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

5.3 Any objecting Settlement Class Member who wishes to appear at the Final Approval Hearing must be available for deposition within forty (40) miles of his or her residence or by remote video conference, by Class Counsel and/or Restaurant Technologies' Counsel, and the objection must include each date when the objector will be available and present for a deposition within twenty-one (21) days following the filing of the objection. In the event that any Settlement Class Member objects in the manner prescribed herein, Named Plaintiff and Defendant shall be afforded a full opportunity to respond to such objections.

5.4 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved

by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send: (1) a written request for exclusion to the Settlement Administrator providing the Person's full name, current telephone number, e-mail address, and postal address; (2) the name and number of the Action; (3) a specific statement that the Person wishes to be excluded from the Settlement Class for purposes of this Settlement; (4) the identity of the Person's counsel, if applicable; and (5) the Person's signature or the signature of the Person's authorized representative and the date on which the request was signed. The request for exclusion must be signed under penalty of perjury. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

5.5 A request to be excluded that does not include all of this information, does not clearly state an intention to be excluded, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and any Person serving such a request shall be a member of the Settlement Class and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Settlement Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

5.6 Named Plaintiff and Defendant will have the right to challenge the timeliness and validity of any exclusion request. The Court shall determine whether any contested request for exclusion is valid. 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 (the "Motion for Final Approval") of the Settlement.

5.7 A Settlement Class Member cannot both object to and exclude himself or herself from this Settlement Agreement. Any Settlement Class Member who both objects to this Settlement Agreement and opts-out will be deemed to have opted-out and they will forfeit the right to object to this Settlement Agreement or any of its terms.

6. SETTLEMENT ADMINISTRATION.

6.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Restaurant Technologies' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Restaurant Technologies' Counsel with regular reports at weekly intervals containing information concerning Notice, administration, objections, exclusions, and implementation of this Settlement Agreement, including delivery of Settlement Payments. Should the Court request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by Restaurant Technologies' Counsel, to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Net Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Restaurant Technologies' Counsel with drafts of all administration-related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts (if any) in a form approved by Class Counsel and Restaurant Technologies' Counsel, website postings or language

or other communications in a form approved by Class Counsel and Restaurant Technologies' Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Restaurant Technologies' Counsel agree to waive this requirement in writing on a case by case basis;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Restaurant Technologies' Counsel copies thereof. If the Settlement Administrator receives any exclusion requests after the deadline for the submission of such requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Restaurant Technologies' Counsel;

(c) Provide weekly reports to Class Counsel and Restaurant Technologies' Counsel, including without limitation, reports regarding the number of objections and exclusion requests received, and the number of Settlement Class Members for whom Notice could not be successfully delivered; and

(d) Make available for inspection by Class Counsel or Restaurant Technologies' Counsel materials received by the Settlement Administrator from Settlement Class Members at any time upon reasonable notice.

6.2 In the exercise of its duties outlined in this Settlement Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6.3. Restaurant Technologies, the Released Parties, and Restaurant Technologies' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees, representatives or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund;

(iii) the allocation of the Net Settlement Fund to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

6.4 All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Settlement Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Settlement Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Restaurant Technologies, the Released Parties, and Restaurant Technologies' Counsel shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

6.5 If this Settlement Agreement is not finally approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Judgment is reversed, vacated, or modified following any appeal taken therefrom, the Settlement Administrator shall return the Settlement Fund to Restaurant Technologies, less any Settlement Administration Expenses actually incurred to date. Named Plaintiff shall have no financial responsibility for any Settlement Administration Expenses paid out of this Settlement Fund in the event that this Settlement Agreement is not finally approved.

6.6 Within ten (10) days of the Effective Date, the Settlement Administrator shall pay the Settlement Administration Expenses.

7. TERMINATION OF SETTLEMENT.

7.1 Subject to Section 10 below, the terms contained in this Settlement Agreement, the Class Action Settlement Term Sheet, and any other settlement documents may be terminated, at the sole discretion of the adversely affected party, in the event the Court makes any material modification to the terms of the Settlement and this Settlement Agreement. Such triggering modifications from the Court include, but are not limited to, any modification which operates to change the scope of the Settlement Class or to require Restaurant Technologies to pay any amounts in excess of the Settlement Fund (with the exception of any modification to the terms, timing or proposed amount of any Fee Award or Incentive Award). The Party or Parties with the right to terminate this Settlement Agreement may do so by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within ten (10) days of any event triggering the right to terminate (as described above), including: (i) the Court's refusal to enter a Preliminary Approval Order of this Settlement Agreement in any material respect; (ii) the Court's refusal to enter Final Approval Order of this Settlement Agreement in any material respect; (iii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iv) the date upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States; or (v) the date upon which an Alternate Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States.

7.2 If prior to the Final Approval Hearing, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance with the provisions of this Settlement Agreement, the Preliminary Approval Order and the Notice given pursuant thereto, and such Persons in the aggregate constitute more than ten percent (10%) of the Settlement Class, Restaurant Technologies shall have, in its sole and absolute discretion, the

option to terminate this Settlement and Settlement Agreement by giving notice as set forth in Paragraph 7.1.

8. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

8.1 Within forty-five (45) days after the execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement together with its exhibits to the Court and shall move the Court for a Preliminary Approval Order of the Settlement set forth in this Settlement Agreement; conditional certification of this Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of Exhibit A hereto.

8.2 At the time of the submission of this Settlement Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately one hundred and five (105) days after entry of the Preliminary Approval Order and finally approve the Settlement of the Action as set forth herein.

8.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Approval Order via Class Counsel's filing of the Motion for Final Approval, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement, including all exhibits hereto;

(b) approve this Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions; and declare this Settlement Agreement to be binding on, and have *res*

judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Named Plaintiff and/or the Releasing Parties;

(c) find that the Notice implemented pursuant to this Settlement Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive Notice; and (4) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, and the rules of the Court;

(d) find that the prerequisites for a class action under ILCS 735 5/2-801 *et seq.* have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class; (4) the Class Representative has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into this Settlement Agreement; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

(f) incorporate the Release in Section 3 above (the "Release"), make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order, the Settlement, and for any other necessary purpose;

(i) close the Action; and

(j) incorporate any other provisions as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Settlement Agreement.

8.4 The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in any other proceedings against any of the Released Parties which challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Claim.

8.5 Class Counsel agrees not to file the Motion for Final Approval without providing Defendant's counsel five (5) days to review and approve drafts of the filing.

9. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

9.1 Class Counsel will seek a Fee Award in accordance with the terms presented in Paragraph 2.2.

9.2 The Fee Award shall be payable by the Settlement Administrator within ten (10) days after entry of the Court's Final Judgment and completion of necessary forms, including but not limited to W-9 forms. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer pursuant to instructions provided by Class Counsel. The Settlement Administrator shall wire the funds within one (1) business day of receiving the instructions. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then Class Counsel shall each be severally liable for payments made pursuant to this subparagraph, and shall return such funds to Restaurant Technologies within thirty (30) days of any related Court order.

9.3 Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of any Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement, and any Fee 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 Settlement Agreement or be deemed material thereto.

9.4 Class Counsel will seek the Incentive Award on behalf of the Settlement Class Representative in accordance with the terms presented in Paragraph 2.2.

10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

10.1 If this Settlement Agreement is not approved by the Court, or the Settlement set forth in this Settlement Agreement is terminated or fails to become effective in accordance with

its terms (including, but not limited to, the scope of release to be granted by Settlement Class Members), then this Settlement Agreement shall be canceled and terminated subject to Paragraph 7.1 unless Class Counsel and Defense Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Settlement Agreement, may terminate this Settlement Agreement on notice to all of the settling parties. Notwithstanding anything herein, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Class Action Settlement Term Sheet and/or Settlement Agreement as necessary to obtain the Court's approval. The Parties additionally agree that the Court's failure to approve, in whole or in part, the Fee Award, the Incentive Award, and/or Settlement Administrator costs and expenses payment set forth in Sections 2 and 9 above shall not be grounds for termination.

10.2 If this Settlement Agreement is terminated or fails to become effective, the Parties reserve all rights, claims and defenses and the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Settlement Agreement and the Class Action Settlement Term Sheet entered into between Restaurant Technologies and the Class Representative shall be cancelled, null, and void. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the status quo ante with respect to the Action as if this Settlement Agreement and the Class Action Settlement Term Sheet had never been entered into.

11. MISCELLANEOUS PROVISIONS.

11.1 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 to the

extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Restaurant Technologies' Counsel agree to cooperate with one another in seeking Court approval of this Settlement Agreement, entry of the Preliminary Approval Order, and the Final Approval Order and/or Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of this Settlement Agreement.

11.2 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 Releasing Parties against each or any of the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Named Plaintiff or defended by Restaurant Technologies, or each or any of them, in bad faith or without a reasonable basis.

11.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

11.4 Whether or not the Effective Date occurs or this Settlement Agreement is terminated, none of this Settlement Agreement, the Class Action Settlement Term Sheet, or any other settlement document, or the Settlement contained herein or any term, provision or definition herein, or any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Settlement Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Named Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, the certifiability of the class, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Restaurant Technologies, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this Settlement is in Restaurant Technologies' best interests.

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

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or supporting the certification of a class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of

the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties 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;

(d) is, may be deemed, or shall be construed against Named Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each 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

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Named Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of the Named Plaintiff's or the Settlement Class's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

11.5 Named Plaintiff and Class Counsel agree not to issue public statements or press releases; communicate with or respond to any media or publication entities; publish, encourage or cause to be published information in any manner or form, whether by print, video, recording or any other medium with any person or entity concerning the Settlement (the "Limitations"). The Limitations specifically prohibit discussion of the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from discussing the Settlement, the fact of the Settlement, and its terms and conditions with

Settlement Class Members, or from filing all necessary motions and supporting memoranda related to preliminary and final approval of the Settlement. Class Counsel and counsel for Restaurant Technologies shall not place notice of the Settlement on their respective websites. This Paragraph also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website without commentary for viewing by Settlement Class Members. Restaurant Technologies may disclose the terms and contents of the Settlement Agreement as required by its contractual and legal obligations. The Parties agree these are material terms.

11.6 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Settlement Agreement, including certification of the Settlement Class for settlement purposes in the context of a Preliminary Approval Order, shall not be deemed a concession that certification of a class is appropriate, or that the Settlement Class definition would be appropriate for a class, nor would Restaurant Technologies be precluded from challenging class certification in further proceedings in the Action or in any other action if this Settlement Agreement is not finalized or finally approved; (b) if this Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Restaurant Technologies in connection with the Settlement may be used by Named Plaintiff, any person in the Settlement Class, or any other Person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

11.7 No Person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance

with this Settlement Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

11.8 The Named Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Settlement Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations to the Named Plaintiff, Settlement Class Members, or Class Counsel regarding the legal or tax consequences of this Settlement Agreement, including any benefit or monies paid and received. The Named Plaintiff, Settlement Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Agreement.

11.9 All proceedings with respect to the determination, administration, processing, including disputed questions of law and fact, of Settlement amount payments, shall be subject to the jurisdiction of the Court.

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

11.11 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

11.12 All of the exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

11.13 This Settlement Agreement and its exhibits and the Class Action Settlement Term Sheet, 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, covenants, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, inducements and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

11.15 Named Plaintiff represents and warrants that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

11.16 Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

11.17 This Settlement Agreement may be executed in one or more counterparts. Signature by digital means via DocuSign or electronic signature, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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

11.19 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

11.20 If any court date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

11.21 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflicts-of-law provisions.

11.22 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

11.23 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Roberto Costales, Beaumont Costales LLC, 107 W. Van Buren, Suite 209, Chicago, Illinois 60605; Gray Mateo-Harris, Fox Rothschild LLP, 321 N. Clark Street, Suite 1600, Chicago, Illinois 60654.

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IT IS SO AGREED TO BY THE PARTIES:

Dated: 09/19/24

ANTONIO CARDONA

By: DocuSigned by: _____ BD15ACE25A35450...

Dated: 09/19/24

RESTAURANT TECHNOLOGIES, INC.

By: Signed by: _____ ABF65DCF744A4A1...

Its: General Counsel

APPROVED BY:

Dated: 09/16/24

BEAUMONT COSTALES LLC

By: DocuSigned by: William H. Beaumont 09D74FC4B9B14AC...

Roberto Luis Costales
rlc@beaumontcostales.com
William H. Beaumont
whb@beaumontcostales.com
BEAUMONT COSTALES LLC
107 W. Van Buren, Suite 209
Chicago, Illinois 60605
Tel: (773) 831-8000
Attorneys for Class Representative and the Settlement Class

Dated: 09/19/24

FOX ROTHSCHILD LLP

By: Signed by: _____ D4D74A36827849C...

Gray Mateo-Harris
Erin S. Johnson
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Chicago, IL 60654
GMateo-Harris@foxrothschild.com
ESJohnson@foxrothschild.com
Attorneys for Defendant Restaurant Technologies, Inc.

EXHIBIT B

Preliminary Approval Order

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ANTONIO CARDONA, individually and on behalf of other persons similarly situated,

Plaintiff,

v.

RESTAURANT TECHNOLOGIES, INC.,

Defendant.

Case No. 2023CH09325

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVE, APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN

WHEREAS, a class action is pending before the Court captioned as *Antonio Cardona v. Restaurant Technologies, Inc.*, Case No. 2023CH09325; and

WHEREAS, Named Plaintiff Antonio Cardona and Defendant Restaurant Technologies, Inc., have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant and all Released Parties, as defined and set forth therein (the "Settlement Agreement"), and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court on November 12, 2024 upon the agreement of the Parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. The Parties have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval.

3. The Court finds that is has jurisdiction over the subject matter of this Action and over all Parties to this Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the Class Action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including 735 ILCS 5/2-801 to 807; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on March 19, 2025 at 9:30 am at the Cook County Courthouse, 50 West Washington Street, Chicago, Illinois 60602, and via Zoom, to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of an incentive award to the Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class. Class Counsel shall file any papers in support of final approval 14 days before the Final Approval Hearing.

Certification of the Settlement Class

6. For purposes of this Settlement only: (a) Beaumont Costales LLC are appointed Class Counsel for the Settlement Class; and (b) Antonio Cardona is named Class Representative. The Court finds that Beaumont Costales LLC are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff Antonio Cardona will adequately protect the interests of the Settlement Class defined below.

7. For purposes of the Settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

> Restaurant Technologies, Inc. employees who are residents of the State of Illinois and authorized drivers of vehicles in Illinois operated under Restaurant Technologies, Inc.'s federal motor carrier authority, which were

allegedly equipped with a dash-camera with facial recognition capabilities between November 8, 2018 and December 31, 2023.[1]

8. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5 above, that the Settlement Agreement is fundamentally fair, adequate, reasonable, and, solely within the context of and, for the purposes of settlement only, that the Settlement Class satisfies the requirements of 735 ILCS 5/2-801, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class (*e.g.*, whether Defendant unlawfully collected, possessed, captured, purchased, took receipt through trade, obtained, sold, profited from, disclosed, redisclosed, disseminated, stored, transmitted, and/or protected from disclosure confidential and sensitive information, biometric information or biometric identifiers without a written retention schedule, without providing guidelines for permanently destroying biometric information and/or biometric identifiers, and without obtaining the consent in a manner that violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/ 1, *et seq.* ("BIPA"), and whether Named Plaintiff and the Settlement Class members are entitled to uniform statutory damages under the BIPA); the claims of the Class Representative are typical of the claims of the members of the Settlement Class; the Class Representative and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over

[1] Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (3) the legal representatives, successors or assigns of any excluded Persons.

questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

9. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representative and the Settlement Class will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered as a factor in connection with any class certification issue(s).

Notice and Administration

10. The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibit A thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of 735 ILCS 5/2-803. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. 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 Notice Form in ways that are not

material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

11. The Court approves the request for the appointment of Simpluris, Inc. as Settlement Administrator of the Settlement Agreement.

12. Pursuant to Section 4 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice Form, attached as Exhibit A, on the Settlement Website and to send direct notice via U.S. Mail in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement. The Settlement Administrator shall cause Notice to issue to Settlement Class Members on or before December 12, 2024. Copies of the Notice sent to Class Members shall be sent in English and Spanish translations.

Requests for Exclusion from Settlement Class

13. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of January 27, 2025 they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

14. Any members of the Settlement Class who elect to exclude themselves from the Settlement must file a written request with the Settlement Administrator, received or postmarked no later than the Objection/Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include the

Settlement Class Member's name, e-mail and postal address, a signature, the name and number of the case, a specific statement that he or she wishes to be excluded from the Settlement Class for the purposes of this Settlement, and the identity of representing counsel, if applicable. Each request for exclusion must be submitted individually. So called "mass" or "class" opt-outs shall not be allowed.

15. Persons who exclude themselves from the Settlement Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

16. If this Court ultimately grants final approval of the Parties' Settlement Agreement, each Settlement Class Member who is successfully delivered notice and who does not submit a valid and timely request for exclusion shall be sent a payment equal to their *pro rata* portion of the Settlement Fund, less attorneys' fees, costs, administration expenses, and the Class Representative Incentive Award. Settlement Class Members will receive this payment without having to make a claim against the Settlement Fund.

Appearances and Objections

17. At least twenty-one (21) calendar days before the Final Approval Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Settlement Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

18. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representative as set forth in the Notice and Settlement Agreement. At least fourteen (14) days prior to the Objection/Exclusion Deadline, papers supporting the Fee Award shall be filed with the court and posted to the settlement website. Members of the Settlement Class may object on their own or may do so through separate counsel at their own expense.

19. To object, members of the Settlement Class must sign and file a written objection no later than on or before the Objection/Exclusion Deadline of January 27, 2025. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice, and include his or her name, current telephone number, e-mail address, and postal address; an explanation of the basis upon which he or she claims to be a Settlement Class Member; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting him or her in connection with the preparation or submission of the objection or who may profit from pursuit of the objection (the "Objecting Attorneys"); the identification of any other objections he or she has filed, or has had filed on his or her behalf, in any other class action cases in the last four years; a statement indicating whether he or she intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance

with the Court Rules); and his or her signature. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption.

20. Any objecting Settlement Class Member who wishes to appear at the Final Approval Hearing must be available for deposition within forty (40) miles of his or her residence or by remote video conference, by Class Counsel and/or Defendant's Counsel, and the objection must include each date when the objector will be available and present for a deposition within twenty-one (21) days following the filing of the objection.

21. Members of the Settlement Class who fail to file and serve timely written objections in compliance with the requirements of this paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the matters listed in paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of a service award to the Class Representative.

22. To be valid, objections must be filed with the Court and sent to the following: Roberto Costales, Beaumont Costales LLC, 107 W. Van Buren, Suite 209, Chicago, Illinois 60605; Gray Mateo-Harris, Fox Rothschild LLP, 321 N. Clark Street, Suite 1600, Chicago, Illinois

60654. In addition, any objections made by a Settlement Class Member represented by counsel must be filed through the Court's electronic filing system.

Other Matters

23. Class Counsel shall file papers in support of their Fee Award and Class Representative's Incentive Award (collectively, the "Fee Petition") with the Court on or before January 10, 2025.

24. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

25. Members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

26. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

27. Any Settlement Class Member who does not timely and validly exclude themselves from the Settlement: (a) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (b) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action,

arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against the Defendant and the any other Released Parties, as more fully described in the Settlement Agreement.

28. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, the Parties will work together in good faith to address the Court's concerns by revising the Term Sheet and/or Settlement Agreement as necessary to obtain the Court's approval. Each Party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties will retain all rights as if the Settlement Agreement was never agreed upon.

29. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement or for any reason whatsoever the approval of it does not become Final then (i) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this

Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose; and (iv) any Party may elect to move the Court pursuant to the provisions of this paragraph, and none of the non-moving Parties (or their counsel) shall oppose any such motion.

30. Consistent with paragraph 2.3(b) of the Settlement Agreement and the Parties' agreement in open Court, all payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within ninety (90) days after the mailing date shall be distributed as follows: 50% to Illinois Equal Justice Foundation and 50% to Feeding America, as *cy pres* recipients.

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

Notice to be completed by:	December 12, 2024
Objection Deadline:	January 27, 2025
Exclusion Request Deadline:	January 27, 2025
Fee Petition due by:	January 10, 2025
Final Approval Hearing:	March 19, 2025 at 9:30 am

IT IS SO ORDERED, this 13th day of November, 2024.

Neil H. Cohen

The Honorable Neil H. Cohen