

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE AGREEMENT

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and between Plochman, Inc. “Defendant” or “Plochman”), and Jeremy Webb (“Plaintiff”) both individually and on behalf of the Settlement Class, in the case of *Jeremy Webb v. Plochman, Inc.*, Case No. 2020 L 51, currently pending in the Circuit Court of the Twenty First Judicial Circuit in Kankakee County, Illinois, Law Division. Defendant and Plaintiff are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On April 15, 2020, Plaintiff Jeremy Webb filed a class action lawsuit against Plochman alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”) in the Circuit Court of the Twenty First Judicial Circuit in Kankakee County, Illinois (the “Litigation”). The case was assigned to the Honorable Adrienne Albrecht.
2. On June 22, 2020, Defendant filed a Motion to Stay the proceedings based on the pendency of several appeals in other BIPA cases. Prior to responding to the Motion, Plaintiff and Defendant began to engage in settlement discussions. and the Parties agreed that Plaintiff need not respond to the Motion unless those discussions did not result in a settlement of the Litigation. Judge Albrecht entered and continued Defendant’s Motion.
3. On December 3, 2020, the Parties participated in a formal, full-day mediation session with the Honorable Philip Bronstein (Ret.) of ADR Systems via Zoom.
4. Following arms-length negotiations, the Parties have negotiated a settlement with the assistance of Judge Bronstein by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Defendant and related persons and entities, as set forth herein.
5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time and expense.
6. Plochman denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Litigation or may in the future assert. Despite Defendant’s belief that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or

discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. Following arms-length negotiations, including mediation before an experienced mediator, the Parties now seek to enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.
9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

10. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing Notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.
11. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" shall mean each member of the Settlement Class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class.
12. "Class Counsel" shall mean David Fish and Mara Baltabols of The Fish Law Firm, PC.

13. “Class Period” shall mean April 14, 2015, through date of entry of the Preliminary Approval Order.
14. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.
15. “Court” shall mean Judge Albrecht of the Circuit Court of the Twenty First Judicial Circuit in Kankakee County, Illinois, Law Division or any other judge who shall have jurisdiction over the pending Litigation.
16. “Defendant” shall mean Plochman, Inc.
17. “Defendant’s Counsel” shall mean Debra R. Bernard of Perkins Coie, LLP.
18. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
19. “Escrow Account” means the separate interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Plochman at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.
20. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses, as well as an Incentive Award for the Class Representative.
21. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
22. “Final” means the Final Approval Order that has been entered on the docket, and (a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).
23. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the

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

24. “Final Approval Order” shall mean an order entered by the Court that:
- i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
 - v. Reserves jurisdiction over the Settlement and this Agreement; and
 - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
25. “Incentive Award” shall have the meaning ascribed to it as set forth in Section XV of this Agreement.
26. “Litigation” shall mean the action pending in the Circuit Court of Kankakee County, Illinois, captioned *Jeremy Webb v. Plochman, Inc.*, Case No. 2020 L 51 (Cir. Ct. Kankakee Cnty.)
27. “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit A, and is consistent with the requirements of Due Process and 735 ILCS 5/2-801.
28. “Notice Date” means the date upon which the Notice is first disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of Preliminary Approval.
29. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, or electronically submitted (for exclusion requests), which shall be designated as a date approximately sixty (60) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.
30. “Parties” shall mean Plaintiff and Defendant, collectively.

31. “Plaintiff” or “Class Representative” shall mean the named class representative, Jeremy Webb.
32. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
33. “Related Actions” shall mean any proceedings, other than the Litigation, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff who alleged they had their biometrics taken by Defendant.
34. “Released Claims” shall mean any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as defined below) whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on BIPA or other federal, state, local, statutory common law or any other law, including the law of any jurisdiction outside of the United States, against the Released Parties, or any of them, arising out of or relating to the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged capture, collection, storage, possession, transmission, conversion, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, re-disclosure, dissemination, and/or protection from disclosure and/or other use of alleged biometric identifiers and/or biometric information in connection with Defendant, including but not limited to all claims that could have been brought under BIPA and in the Litigation relating to such allegedly biometric information and/or finger-scans belonging to any of the Releasing Parties.
35. “Released Parties” shall refer, jointly and severally, and individually and collectively, to Plochman Inc., HACO Holding AG, HACO US, Inc. and their past and present heirs, executors, estates, administrators, parents, predecessors, successors, sister and affiliated companies and related entities, holding companies, brands, subsidiaries, employees, employers, representatives, principals, members, attorneys, accountants, financial and other advisers, investment bankers, agents, directors, officers, shareholders, investors, board members, assigns, consultants, independent contractors, insurers, reinsurers, employee benefit plans, underwriters, and partners, as well as any contractors, temporary staffing agencies, timekeeping hardware, software or other vendors, or other individuals or entities in which Plochman has a controlling interest or which is affiliated with any of them, or any representatives of any of these persons or entities.

36. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys (including Class Counsel), accountants, financial and other advisors, investment bankers, underwriters, and lenders, of each of the foregoing, and anyone claiming by, through, derivatively, or on behalf of them.
37. “Settlement Administrator” means, subject to Court approval, Analytics, LLC and supervised by the Parties to administer the settlement.
38. “Settlement Administration Expenses” means the expenses incurred in or relating to administering the Settlement, providing Notice, mailing checks for Settlement Payments to Settlement Class Members and other requested duties relating to the Settlement.
39. “Settlement Class Member” or “Class Member” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.
40. “Settlement Fund” means the fund to be established by Defendant in the amount of \$564,300 (Five Hundred Sixty-Four Thousand and Three Hundred Dollars).
41. “Settlement Payment” means a *pro rata* portion of the Settlement Fund paid to a Settlement Class member less any Fee Award, Incentive award to the Class Representative, and the Settlement Administration Expenses.
42. “Settlement Website” means a website established and administered by the Settlement Administrator or Class Counsel, which shall contain information about the Settlement, this Settlement Agreement, and all Court documents related to the Settlement. The URL of the Settlement Website shall be fishlawfirm.com/plochman or such other URL as the Parties may subsequently agree to.

III. SETTLEMENT CLASS CERTIFICATION

43. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph - 45, below; (2) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (3) Plaintiff’s Counsel shall be appointed as Class Counsel.
44. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any

Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation in any contested proceeding relating to the certification of any class.

45. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

“All individuals who worked for or are currently working for or at Plochman, Inc who had their fingerscan and/or fingerprint and/or thumbprint and/or hand scan and/or associated biometric data scanned, captured, possessed, obtained, converted, collected, shared, taken, transmitted, used, stored, disclosed, re-disclosed, disseminated or otherwise used by the timekeeping systems including hardware or software used at a Plochman facility in the State of Illinois from April 14, 2015 to [date of Preliminary Approval Order]”

46. Excluded from the Settlement Class are all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family. Defendant represents that there are approximately 627 persons who are members of the Settlement Class and that they have last known contact information for the Settlement Class that worked directly for Plochman and to the extent that the Class Members worked for temporary staffing agencies and for whom Plochman does not have contact information, Defendant will cooperate in gathering the data from those agencies. In the event that the staffing agencies do not voluntarily provide the requested data within 30 days of the request by Defendant, Defendant will issue subpoenas for that information. Class Counsel agrees that such subpoenas may be issued without notice to Class Counsel of the identity of the staffing agency unless it becomes necessary to file a motion to compel or other pleading with respect to any subpoena.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

47. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiff and the Settlement Class, the Litigation, any Related Actions, and the Released Claims and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Released Parties by the Releasing Parties in the Litigation, Related

Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

V. SETTLEMENT FUND

48. Establishment of Settlement Fund

- a. Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall fund the Settlement Fund in the amount of \$20,000.00 (Twenty Thousand Dollars) to pay for Administrative Expenses. Within three (3) business days of the Effective Date, Defendant shall fund the remainder of the Settlement Fund as needed to satisfy the categories of payments set forth in paragraph (d) below, consistent with the provisions of Section XV. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy the Settlement Payment to Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of Released Parties from Released Claims, and dismissal of the Litigation with prejudice.
- b. The amount to be paid by Defendant under this Section shall be provided by Defendant to the Settlement Administrator and maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account as set forth above in paragraph 19.
- c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant, less any Administrative Expenses paid to date. Plaintiff shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- d. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
- e. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

49. **Settlement Payments to Settlement Class Members**

- a. The Settlement Administrator shall send each Settlement Class Member a Settlement Payment by check within twenty-eight (28) days of the Effective Date via First Class U.S. Mail to their last known mailing address, as updated through the NCOA database if necessary by the Settlement Administrator.
- b. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.
- c. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, that check will be void. A second check will be issued to that Settlement Class Member (“Second Check”). The Second Check shall be cashed within 90 days of when it was sent. If the Second Check is not cashed within that time frame, the Second Check will be void. If the amount of the uncashed Second Checks, totals more than \$25,000, an additional check will be issued, on a *pro rata* basis to Settlement Class Members who cashed the Settlement Payment. If the amount of uncashed Second Checks is less than \$25,000, the remaining funds shall be distributed to Prairie State Legal Services pursuant to 735 ILCS 5/2-807(b) or such other *cy pres* recipient decided by the Court. Likewise, if there is a second distribution of checks and any remain uncashed after 90 days, the remaining funds shall be paid to Prairie State Legal Services or such other *cy pres* recipient decided by the Court.
- d. In no event shall any amount paid by Defendant into the Escrow Account revert to Plochman.

50. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.**
 - i. Plaintiff will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the “Unopposed Motion for Preliminary Approval”).
 - ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a

proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representative and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.

- iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiff shall be conditionally appointed class representative for the Class, and that Plaintiff's Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

VI. PROSPECTIVE RELIEF

51. Without admitting any liability, Defendant and/or Plochman agree that if it elects to resume or continue the use of the fingerscan and/or thumbscan and/or hand scan time clocks, Plochman shall take all steps necessary to comply with the Illinois Biometric Information Privacy Act by obtaining written releases (which may be obtained electronically) from Illinois employees who use a time clock with these options, making BIPA-required disclosures, and establishing a retention policy made available to the public. Such policy shall create a retention schedule and guidelines for permanently destroying "biometric identifiers" and "biometric information," as those terms are defined by BIPA, when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within three (3) years of the individual's last interaction with Plochman, whichever occurs first.

VII. RELEASE

52. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims
53. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims. All Releasing Parties, and anyone else purporting to act on behalf

of, for the benefit of, or derivatively for any of them, are permanently barred from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding, in any jurisdiction or forum, that is based upon, arises out of, or relates to any Released Claim, including, without limitation, any claim that is based upon, arises out of, or relates to (i) the Litigation or the transactions and occurrences referred to in the Litigation or (ii) Defendant's practice of capturing, collecting, obtaining, storing, disseminating, transmitting and/or using the fingerscan data, the alleged biometric identifiers and /or biometric information of individuals.

54. As of the Effective Date, Plaintiff and each Settlement Class Member hereby waives and relinquishes to the fullest extent permitted by law, the provisions, rights, and benefits of any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542. Each Releasing Party hereby certifies that he or she is aware of and has read and reviewed the following provision of California Civil Code Section 1542:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

55. The provisions of the Released Parties' release shall apply according to their terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542.
56. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

57. This Settlement shall be subject to approval of the Court. As set forth in Section XIV, Defendant shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement.
58. Plaintiff, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B, which order

shall seek a Final Approval Hearing date and approve the Notices for dissemination in accordance with the Notice Plan.

59. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.
60. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Approval Order, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

61. Class List

- a. *Class List.* Plochman shall provide the Settlement Administrator a list of all names, e-mail addresses (if known), and telephone numbers (if known) and last known U.S. mail addresses of all persons in the Settlement Class (the “Class List”) as soon as practicable, but by no later than twenty-one (21) days after the execution of this Agreement. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity, mailing, and e-mail addresses of all persons strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class Members of their rights, mailing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement. To the extent that Plochman does not have contact information for some Class Members on the Class List because the Class Member worked through a temporary staffing agency immediately upon execution of this Agreement if it has not already done so, Plochman shall request that the staffing agencies provide the contact information identified in this paragraph as described in Paragraph 46.
- b. *Direct Notice.* No later than the Notice Date, to the extent that contact information is available, the Settlement Administrator shall send Notice via e-mail containing a link to the Class Notice. In addition, the Settlement Administrator shall, no later than thirty (30) days after the entry of Preliminary Approval, send a notice via First Class U.S. Mail substantially in the form attached as Exhibit A, to each physical address in the Class List.

- c. *Internet Notice.* Within ten (10) days after the entry of Preliminary Approval, Class Counsel will post on its Internet site this Agreement and the details of the Class settlement.
- d. *Content of Notice.* The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms as set forth in Sections X and XI herein. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through the Court's electronic filing system, and (c) send copies of such papers via mail, hand, or overnight delivery service to Class Counsel and to Plochman's Counsel.

X. EXCLUSIONS

62. Exclusion Period

- a. Settlement Class Members will have up to and including sixty (60) days following entry of the Preliminary Approval Order to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

63. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall

be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any Final Approval Order or 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.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement.

XI. OBJECTIONS

- 64. Any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (i) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant’s Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.
- 65. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address and current telephone number; (ii) the name and number of this case; (iii) the location(s) at which he/she was employed and had their finger scan captured or collected by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to

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

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

XII. FINAL APPROVAL HEARING

67. The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XIII. FINAL APPROVAL ORDER

68. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.
69. The Parties shall jointly submit to the Court a proposed Final Approval Order that, without limitation:
 - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;
 - b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the

purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

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

XIV. TERMINATION OF THE SETTLEMENT

71. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing.
 - b. The Court refuses to grant preliminary approval of this Agreement;
 - c. The Court refuses to grant final approval of this Agreement in any material respect; or
 - d. The Court refuses to enter a final judgment in this Litigation in any material respect.
72. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

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

73. At least fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees in an amount up to thirty-five percent (35%) of the Settlement Fund plus costs and expenses. Defendant agrees not to oppose an application for attorneys' fees, costs and expenses by Class Counsel in such an amount. Class Counsel, in turn, agrees not to seek or accept attorneys' fees in excess of such amount from the Court. The Fee Award shall be paid solely from the Settlement Fund by wire transfer from the Settlement Administrator to an account designated by Class Counsel.

74. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.
75. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representative in an amount not to exceed \$5,000.00 (Five Thousand Dollars), and Defendant agrees that it will not oppose such a request. The Incentive Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days of the Effective Date and delivered to Class Counsel. In no event will Defendant's liability hereunder for the Fee Award, Administration Expenses, and/or an Incentive Award or any other fees, costs or expenses exceed its funding obligations set out this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses by or among Class Counsel.

XVI. MISCELLANEOUS REPRESENTATIONS

76. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
77. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.
78. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum

that the Litigation was brought by Plaintiff, or defended by Defendant, in bad faith or without a reasonable basis.

79. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. The Released Parties are intended third-party beneficiaries of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, its, or their favor against all Releasing Parties.
80. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
81. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
82. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
83. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.
84. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court.
85. The Parties agree that Exhibits A through B to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
86. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
87. Except as otherwise provided herein, each Party shall bear its own costs.
88. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

89. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
90. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
91. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.
92. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.
93. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.
94. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument,

provided that counsel for the Parties to this Agreement all exchange signed counterparts.

95. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
96. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.
97. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
98. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.
99. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

David Fish
The Fish Law Firm, P.C.
200 E. 5th Ave., Suite 123
Naperville, IL 60563
dfish@fishlawfirm.com

If to Defendant's Counsel:

Debra R. Bernard
PERKINS COIE, LLP
131 South Dearborn Street, Ste. 1700
Chicago, IL 60603
Tel: (312) 324-8400
Fax: (312) 324-9559
Firm ID: 39225
dbernard@perkinscoie.com

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

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

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

JEREMY WEBB, individually and as the Class Representative

Jeremy Webb

Date: 01/08/2021

THE FISH LAW FIRM, P.C., as Class Counsel

By: *David Fish*

Print Name: David Fish

Date: 01/08/2021

PLOCHMAN, INC.

By: _____

Print Name: _____

Date: _____

PERKINS COIE, LLP., as Defendant
Plochman Inc.'s Counsel

By: _____

Print Name: _____

Date: _____

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

JEREMY WEBB, individually and as the Class Representative

Date: _____

THE FISH LAW FIRM, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

PLOCHMAN, INC.

By: David J. Nicholson

Print Name: DAVID J. NICHOLSON

Date: 1/8/2021

PERKINS COIE, LLP., as Defendant⁴
Plochman Inc.'s Counsel

By: Debra R. Bernard

Print Name: Debra R. Bernard

Date: 1-8-2021

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE REQUIRED TO PROVIDE YOUR FINGERPRINT, THUMBPRINT, OR HAND SCAN OR OTHER BIOMETRIC INFORMATION FOR EMPLOYEE TIMEKEEPING TO PLOCHMAN, INC. AT ANY TIME BETWEEN APRIL 15, 2015 AND [INSERT DATE OF PRELIMINARY APPROVAL ORDER] 2021.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

What Is This Settlement About?

A proposed settlement has been reached in a class action lawsuit against Plochman, Inc. (“Defendant”) regarding timekeeping devices used by Defendant from April 15, 2015 through [insert date of Preliminary Approval Order] 2021, which required employees to provide fingerprint, thumbprint, or hand scan or other biometric information for timekeeping purposes, allegedly in violation of the Illinois’ Biometric Information Privacy Act (“BIPA”). The case is entitled *Jeremy Webb v. Plochman, Inc.*, Case No. 2020 L 51, currently pending in the Circuit Court of the Twenty-First Judicial Circuit, Kankakee County Illinois, Law Division. The proposed settlement is not an admission of wrongdoing by Defendant, and Defendant denies that it violated the law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and distraction of litigation, the parties have agreed to settle the lawsuit. The settlement has been preliminarily approved by a court in Kankakee, Illinois.

Why Is This A Class Action?

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

Am I a Member of the Settlement Class?

You are a member of the Settlement Class if, at any time between April 15, 2015 through [insert date of Preliminary Approval Order] _____ 2021, you were a Defendant temporary worker or employee in the State of Illinois who used a finger, thumb or hand scanner for timekeeping purposes.

What Can I Get From the Proposed Settlement?

Defendant has agreed to create a fund totaling \$564,300.00 from which all payments contemplated by the Settlement Agreement will be paid, including: (a) an Incentive Award to Plaintiff, Jeremy Webb, in an amount up to \$5,000; (b) reasonable attorneys’ fees to Class Counsel not to exceed 35% of the settlement fund plus reimbursement of reasonable costs; (c) costs incurred by or on behalf of the Settlement Administrator in administering the settlement; (d) an equal share of the remaining Settlement Fund to each Settlement

Class Member; and (e) if applicable, any remaining amounts to Prairie State Legal Services and the Defendant. Defendant has also agreed to alter its biometric timekeeping practices, as explained in the detailed notice and Settlement Agreement at the website listed below.

The Settlement Administrator will issue a check to each Class Member who does not otherwise exclude him or herself following the final approval of the settlement. It is believed that each Class Member will receive approximately \$500.00 from the Settlement Fund, but the exact amount is not yet known and could be more or less.

Do I Have to Do Anything to Participate in the Settlement?

To receive your pro rata share of the Settlement Fund and be bound by the Settlement Agreement, including the release of claims against Defendant and its affiliated entities and agents, you do not need to do anything.

When Will I Get Paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the settlement, so please be patient. However, if the Court finally approves the settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the settlement has been finally approved. If there is an appeal of the settlement, payment may be delayed. All checks will expire and become void 90 after they are issued. Uncashed checks will either be returned to the Defendant and/or donated to the Prairie State Legal Services.

Updated information about the case is available by calling the Settlement Administrator at _____, or contact Class Counsel at the information provided below.

Who Represents the Class?

The Court has approved the following attorney to represent the Settlement Class, whom is referred to as “Class Counsel.” You will not be charged for this lawyer. Fish Law Firm, P.C., 200 E 5th Ave Ste. 123, Naperville, IL 60563, admin@fishlawfirm.com, (630) 355-7590. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

What are my Options?

Please visit the website for Class Counsel at www.fishlawfirm.com/plochman, for details about your options and related deadlines. If you do not want to be legally bound by the Settlement Agreement, you must exclude yourself by **[insert date approximately 60 days following the date of the Preliminary Approval Order]** _____, 2021. If you do not exclude yourself from the settlement reached, you will release any claims you may have, as more fully described in the Settlement Agreement, available at www.fishlawfirm.com/plochman.

You may also object to the settlement by making a valid objection by **[insert date approximately 60 days following the date of the Preliminary Approval Order]** _____, 2020. The Settlement Agreement, available on the website explains how to exclude yourself or object. If you wish to object to the settlement, you must submit your

objection in writing to the Clerk of the Kankakee County Circuit Court, 450 E. Court St. Kankakee, IL 60901 through the Court's electronic filing system no later than **[insert date approximately 60 days after the date of the Preliminary Approval Order]** _____, 2020. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (David Fish, Fish Law Firm, P.C., 200 E 5th Ave Ste. 123, Naperville, IL 60563), as well as the attorneys representing Defendant Plochman, Inc., Debra R. Bernard, Perkins Coie, LLP, 131 South Dearborn Street, Ste. 1700, Chicago, IL 60603, dbernard@perkinscoie.com, via hand delivery, or postmarked no later than XX, XX, 2021. Any objection to the proposed settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which you were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (vi) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **[insert date approximately 60 days after the date of the Preliminary Approval Order]** _____, 2020. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the settlement, you cannot file an objection.

You may appear at the final approval hearing, which will be held on [XX, XX] 2020 at _____ a.m./p.m., to consider whether to approve the Settlement Agreement and a request by Class Counsel for attorneys' fees, costs, and expenses of up to 35% of the Settlement Fund for their work in the case, and an Incentive Award payment in an amount up to \$5,000 to Class Representative, Jeremy Webb. You may appear at the hearing, either by yourself or through an attorney hired by you, but you don't have to. The hearing will take place in Courtroom 204 of the Twenty-First Judicial Circuit, Kankakee County, Illinois, 450 E. Court St., Kankakee, IL 60901 and may be in person or by Zoom or other video means.

Where Do I Get Additional Information?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.fishlawfirm.com/plochman. If you have any questions, you can also contact the Settlement Administrator at _____ or Class Counsel at the numbers or email addresses set forth above. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

**CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
KANKAKEE COUNTY, ILLINOIS, LAW DIVISION**

| | | |
|---------------------------------------------------------------------------|---|---------------|
| JEREMY WEBB, individually and on behalf of all others similarly situated, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | No. 2020 L 51 |
| |) | |
| PLOCHMAN, INC., a Delaware corporation |) | |
| |) | |
| Defendant. |) | |

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and Memorandum in support of the Motion, the Class Action Settlement Agreement (“Settlement Agreement”) between Defendant, Plochman, Inc. (“Defendant”) and Plaintiff Jeremy Webb, (together, “the Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

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

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

“All individuals who worked for or are currently working for or at Plochman, Inc who had their fingerscan and/or fingerprint and/or thumbprint and/or hand scan and/or associated biometric data scanned, captured, possessed, obtained, converted, collected, shared, taken, transmitted, used, stored, disclosed, re-disclosed, disseminated or otherwise used by the timekeeping systems including hardware or software used at a Plochman facility in the State of Illinois from April 14, 2015 to [date of Preliminary Approval Order].”

5. For settlement purposes only, Plaintiff Jeremy Webb is hereby appointed as Class Representative.

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

David Fish
Mara Baltabols
Fish Law Firm P.C.
200 East Fifth Avenue, Suite 123
Naperville, Illinois 60563

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court’s preliminary findings regarding the propriety

of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content the Class Notice, attached to the Settlement Agreement as Exhibit A, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members are current or former employees or temporary workers of Defendant and may be readily ascertained by Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

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

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

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement do not need to take any affirmative action to claim their pro rata share of the Settlement Fund.

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

14. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator in written form, by first class mail, postage prepaid, and postmarked, no later than **[insert 60 days from the date of the Preliminary Approval Order]** _____ 2021.

15. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, telephone number, the name and number of the case, a statement that he or she wishes to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person

within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

17. Class Counsel may file any motion seeking an award of attorneys' fees not to exceed 35% of the Settlement Fund of Five Hundred Sixty-Four Thousand and Three Hundred Dollars (\$564,300) plus reasonable costs and expenses, as well as an Incentive Award of Five Thousand Dollars (\$5,000.00) for the Class Representative, no later than **[insert date seven days prior to Final Approval Hearing]** _____, 2021. If unclaimed amounts remain in the Settlement Fund the remaining uncashed money will be payable to *cy pres* recipient, Prairie State Legal Services in accordance with the Settlement Agreement.

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intend to seek and the payment of the Incentive Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 19 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **[insert date approximately 60 days following the date of the**

Preliminary Approval Order] _____ 2021. Addresses for Class Counsel, Defendant’s Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

| | | | |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Class Counsel: | Defendant’s Counsel: | Clerk of the Court: | Settlement Administrator: |
| David Fish Mara Baltabols Fish Law Firm P.C. 200 E. Fifth Ave. Suite 123 Naperville, IL 60563 | Debra R. Bernard PERKINS COIE, LLP 131 South Dearborn Street, Ste. 1700 Chicago, IL 60603 | Office of the Circuit Court Clerk 450 E. Court St. Room 108 Kankakee, IL 60901 | Analytics Consulting LLC, Attention: Momence Packing Co, P.O. Box 2002, Chanhassen, MN 55317-2002 |

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

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiff's Counsel's Fee and Expense Application and/or the request for an Incentive Award to the Class Representative are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

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

22. All papers in support of the final approval of the proposed settlement shall be filed no later than fourteen (14) before the Final Approval Hearing.

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

24. A hearing (the “Final Approval Hearing”) shall be held before the Court on **[Insert date]** _____, 2021 at **[insert time]** _____ a.m./p.m. in Courtroom 204 (or at such other time or location as the Court may without further notice direct) for the following purposes:

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

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

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

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

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

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

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

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

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

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

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

Notice to be completed by: _____, 2021
Fee and Expense Application: _____, 2021
Objection Deadline: _____ 2021
Exclusion Request Deadline: _____ 2021
Final Approval Submissions: _____ 2021
Final Approval Hearing: _____ 2021 at _____ a.m./p.m.

IT IS SO ORDERED.

ENTERED:

Honorable Judge Adrienne W. Albrecht

Date