

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

LEEN ABUSALEM and DEANNA BERGNER,
individually and as the representatives of a class of
similarly situated persons,

Plaintiff,

v.

STANDARD MARKET, LLC,

Defendant,

2019 L 0517

Case Number

Candice Adams
e-filed in the 18th Judicial Circuit Court
DuPage County
ENVELOPE: 12053242
2019L000517
FILEDATE: 2/1/2021 3:39 PM
Date Submitted: 2/1/2021 3:39 PM
Date Accepted: 2/1/2021 4:00 PM
KE

File Stamp Here

EXHIBIT COVER SHEET

Local Court Rules 5.06 and 5.09

EXHIBIT NAME: Exhibit A

TITLE OF DOCUMENT THIS EXHIBIT BELONGS WITH:

Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement

Document File Date:

(The file date of the document this exhibit belongs with)

EXHIBIT FILED ON BEHALF OF: Plaintiff

(Case Party Name)

Submitted by: The Fish Law Firm, P.C.

Name: The Fish Law Firm, P.C. Pro Se

DuPage Attorney Number: 218726

Attorney for: Plaintiffs

Address: 200 E. 5th Ave., Suite 123

City/State/Zip: Naperville, IL 60563

Telephone Number: (630) 355-7590

Email: admin@fishlawfirm.com

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is entered into on the date of execution by all Parties (the “Execution Date”) between Leen Abusalem and Deanna Bergner a/k/a Deanna Pronger (the “Plaintiffs”), on behalf of themselves and a settlement class of similarly-situated persons (identified herein as the “Settlement Class”), and The Standard Market, LLC (the “Defendant”). The parties to this Agreement are collectively referred to as the “Parties.”

WHEREAS, on behalf of themselves and a putative class of similarly-situated persons, Plaintiffs filed a civil action against Defendant now pending in the Circuit Court for the 18th Judicial District, DuPage County, Illinois, captioned *Leen Abusalem and Deanna Bergner v. The Standard Market, LLC*, Case No. 2019 L 000517 (the “Action”); and

WHEREAS, Plaintiffs alleged in the Action: (1) that Defendant violated Sections 15(a), (b) and (d) of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”) in connection with the use of a finger-scan timekeeping system for employees; and (2) that Defendant violated the Illinois Worker Adjustment and Retraining Notification Act, 820 /ILCS 65/1 *et seq.* (“Illinois WARN Act”) and the United States Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 (“US WARN Act”) in connection with the closing of its Naperville store in March 2019; and

WHEREAS, on April 30, 2020, Plaintiffs withdrew their assertion of a claim under the US WARN Act; and

WHEREAS, Defendant has denied and continues to deny liability for the claims made in the Action and further deny that certification of a class is appropriate in this matter except for purposes of settlement; and

WHEREAS, the Parties have engaged in lengthy settlement discussions, negotiating in good faith and at arm's-length in an effort to reach a class-wide settlement; and

WHEREAS, after considering the totality of facts bearing on the liability and potential damages in the Action, the benefits to the Settlement Class, the attendant risks, costs, uncertainties, and delays of litigation, Defendant's financial circumstances, and the denial of insurance coverage for the Action by Defendant's insurer, Plaintiffs and their counsel have concluded that the terms and conditions provided for in this Agreement are fair, reasonable, and adequate; and

WHEREAS, after considering, among other things, the additional expense and delay that would result from the continuation of litigation, Defendant has agreed to settle, upon the terms and conditions this Agreement provides, all claims, demands, and liabilities between Defendant and Plaintiffs and the Settlement Class, including all claims that have been asserted, or could have been asserted, by Plaintiffs and the Settlement Class; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties stipulate and agree that the claims of the Settlement Class (including Plaintiffs) against Defendant should be and are hereby

compromised and settled, subject to the approval of the Court after notice to the Settlement Class as provided for herein, upon the following terms and conditions:

1. Recitals. The above-described recitals are incorporated herein and made a part hereof.

2. The Settlement Class. The Parties agree that the Settlement Class will be defined as: “All individuals working for The Standard Market LLC (“Standard Market”) in the State of Illinois who had their fingerprints or finger scans collected, captured, received, obtained, maintained, stored, transmitted, or disclosed between May 9, 2014 and February 22, 2020 by Standard Market.” The Settlement Class excludes: (1) Defendant, any parent, subsidiary, affiliate, or controlled person of Defendant, as well as Defendant’s attorneys, officers, directors, agents, or servants, and the immediate family members of such persons; (2) the named counsel in the Action and any employee of their office or firm; and (3) the judge(s) assigned to the Action and his or her staff.

3. Class Representation. For the purposes of settlement, Plaintiffs are the “Class Representatives” and The Fish Law Firm, P.C. and Bock, Hatch & Oppenheim, LLC are “Class Counsel.”

4. For Settlement Only. The assertions, statements, and representations made herein are for settlement purposes only and do not represent an admission of liability or wrongdoing by any Party. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, or deemed to be, evidence of a presumption, concession, or an admission by Plaintiffs,

Defendant, any Settlement Class member, or Released persons, of the truth of any fact alleged or the validity of any claim or defense that has been or could have been asserted in the Action, or the deficiency of any claim or defense that has been or could have been asserted in the Action, or of any liability, fault, wrongdoing or otherwise of such person. If this Agreement is not finally approved, the Parties expressly agree that this Agreement will then be null and void and may not be used by any party for any purpose.

5. Settlement Administrator. Analytics LLC (the “Settlement Administrator”) shall serve as the Settlement Administrator to send the Class Notice, to respond to questions from Settlement Class members who contact the administrator, to create a Qualified Settlement Fund to receive the Defendant Settlement Fund from Defendant, to issue settlement checks to claimants and make the other payments approved or required by the Court in the Final Approval Order (as defined herein), and to prepare and submit any and all required tax filings. All costs of issuing notice to the Settlement Class, class administration and payment of claims shall be paid from the Defendant Settlement Fund. If the Court declines to enter the Final Approval Order, Plaintiffs and Defendant will each be responsible for 50 percent of the expenses incurred on class notice and settlement administration through the date of non-approval.

6. The Notice List. Defendant’s counsel shall provide to the Settlement Administrator the list of approximately 2,086 names and mailing addresses (the “Notice List”) compiled by Defendant identifying the individuals who worked

Defendant in the State of Illinois who used the finger scan feature of the timekeeping system used by Defendant at any time between May 9, 2014 and February 22, 2020.

7. Class Notice. The Settlement Administrator will cause the “Notice of Class Action and Proposed Settlement” (the “Class Notice”) to be sent by U.S. Mail, one time, to the names and addresses on the Notice List. The proposed Class Notice is attached as **Exhibit 2**. The Class Notice shall be sent within 21 days after the Court’s preliminary approval of the Agreement.

8. Judgment. Defendant agrees to allow Judgment to be entered against it for violation of 740 ILCS 14/15(d)(1) of BIPA in the total amount of \$2,086,000 (the “Judgment Amount”). Other than as stated in the Judgment, Defendant denies and continues to deny liability for the claims made in the Action. If the Judgment is not entered by the Court, or if the Judgment is vacated, modified, or reversed in any material respect, then the Judgment and any supporting stipulation, affidavit, declaration, representation or assertion of fact made in or pursuant to the Judgment, including as described in Paragraph 9 herein, will be null and void and may not be used by any party or third party for any purpose whatsoever.

9. Supporting Evidence. Defendant shall provide a declaration as support for the findings stated in the Judgment for the sole and limited purpose of supporting the Final Approval Order and Judgment. In the event the Court does not enter the Final Approval Order and/or the Judgment, such declaration provided pursuant to this Paragraph will not be usable for any other purpose by any party or

third party, and Plaintiffs, the Settlement Class and Class Counsel shall destroy and/or return all copies of such evidence in their possession or control.

10. Defendant Settlement Fund. As detailed herein, Defendant has agreed to pay \$200,000.00 (the “Defendant Settlement Fund”) to pay Settlement Class members, to pay an incentive payment to each of the Class Representatives, to pay attorneys’ fees and expenses to Class Counsel, and to pay settlement administration costs. Defendant need not segregate funds or otherwise create special accounts to hold the Settlement Fund. Defendant shall pay the \$200,000.00 for the Defendant Settlement Fund to the Settlement Administrator within 14 days after the Settlement Effective Date, as defined below. Under no circumstances shall Defendant be responsible for any payments, individually or in the aggregate, in excess of the amount of the Defendant Settlement Fund.

11. Relief to Plaintiffs and the Settlement Class from Defendant Settlement Fund. Each Settlement Class Member shall receive a *pro rata* share of the Defendant Settlement Fund after deduction for the payment of attorney’s fees, litigation expenses, the Settlement Administrator’s costs and expenses, and incentive awards as described in this Agreement; provided, however, that no payment shall be made to Settlement Class Members for whom the attempt by the Settlement Administrator to provide notice of the Settlement does not succeed and results in the notice being returned to the Settlement Administrator as undeliverable. All Settlement Class members will be informed that checks containing payments must be cashed within 90 days of issuance or else the check

will be void and they will have no further right or entitlement to any payment under the terms of this Agreement. All funds from checks that were not cashed within 90 days after issuance shall be paid on a *pro rata* basis to the Settlement Class Members who timely cashed their initial checks; provided, however, if the total amount of uncashed checks is less than \$50,000 then the uncashed checks shall be donated to Prairie State Legal Services or some other *cy pres* recipient acceptable to the Court.

12. Incentive Award, Attorneys' Fees, and Expenses from Defendant Settlement Fund. Defendant agrees not to oppose or appeal an award by the Court of (1) an incentive to be paid to each Plaintiff from the Defendant Settlement Fund in an amount up to and including \$5,000; (2) a payment to Class Counsel from the Defendant Settlement Fund in an amount up to and including one-third of the Defendant Settlement Fund (\$66,667) as attorneys' fees and reasonable litigation expenses not to exceed \$12,000; and (3) a payment to the Settlement Administrator of all costs of the Settlement Administrator and other costs of notifying the Settlement Class and administering the Defendant Settlement Fund as described in Paragraph 5. The awarded amounts to be paid from the Defendant Settlement Fund will be set forth in the Final Approval Order.

13. Court Submission. Class Counsel will submit this Agreement and its Exhibits, along with such other supporting papers as may be appropriate, to the Court for preliminary approval pursuant to 735 ILCS 5/2-801 *et seq.* The Parties' proposed "Order Preliminarily Approving Class Action Settlement and Proposed

Notice” (“Preliminary Approval Order”) is attached as **Exhibit 1**. If the Court declines to preliminarily approve this Agreement and order notice of final hearing with respect to the proposed Class, or if the Court declines to grant final approval of the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement will not be approved.

14. Objections to Settlement. Any Settlement Class Member who wishes to object to this Agreement must do so in writing by filing a written objection, consistent with the requirements set forth in the Preliminary Approval Order and Class Notice, with the Clerk’s Office of the 18th Judicial District, DuPage County, Illinois and mailing copies to the Parties’ respective counsel at the addresses set forth in Paragraph 26 herein. Any such objection must be filed with the Clerk’s Office of the 18th Judicial District, DuPage County, Illinois and postmarked no later than 60 days after entry of the date notice of the settlement is sent (“Notice Date”). Any attorney representing an objector must list all objections previously filed for anyone, the case name, court, and case number, and how much, if any amount, was paid in connection with the objection. Any objection that fails to satisfy the requirements of this Paragraph, or that is not properly and timely submitted, shall be deemed ineffective, and will be deemed by the Parties to have been waived, and the Parties will argue that the Settlement Class member asserting such objection shall be bound by the final determination of the Court.

15. Requests to Opt Out of Settlement Class. Any Settlement Class Member who wishes to be excluded from membership in the Settlement Class must do so in writing by mailing a written request for exclusion from the Settlement, consistent with the requirements set forth in the Class Notice to the Parties' respective counsel at the addresses set forth in Paragraph 26 herein. Any such written request must be postmarked no later than 60 days after the Notice Date. Any Settlement Class member who wishes to be excluded from the Settlement Class can only opt out for himself or herself and cannot opt out for any other person, nor can any Settlement Class members authorize any other person to opt out on his or her behalf. Any request that fails to satisfy the requirements of this Paragraph, or that is not properly and timely submitted, shall be deemed ineffective, and will be deemed by the Parties to have been waived, and the Parties will argue that the Settlement Class member making such a request shall be bound by the final determination of the Court.

16. Final Approval. The Preliminary Approval Order will set a date for a final fairness hearing at which the Parties will request that the Court enter the "Final Approval Order" in a form substantially similar to the one attached hereto as **Exhibit 3**, including the Judgment contained therein as Paragraph 8 (the "Judgment"). However, this Settlement is expressly contingent upon the Court making the findings described in the Judgment and entering the Final Approval Order containing the Judgment. If the Court refuses to enter the Final Approval Order containing the Judgment, or if the Court's Final Approval Order is reversed

or substantially modified on appeal, then this Agreement and Settlement shall be null and void *ab initio* and no stipulation, representation or assertion of fact made in this Agreement may be used against any of the Parties hereto; and in that event, all Parties shall have the same rights they had prior to entering into this Agreement. If the Court requires non-substantive changes in the Final Approval Order, such non-substantive changes will not invalidate this Agreement.

17. Settlement Effective Date. The “Settlement Effective Date” means the date the last of the following occurs: (i) the Court enters the Final Approval Order, including the Judgment, and (ii) if any Settlement Class member has filed an objection, the date for filing an appeal from such Final Approval Order has expired or, if there are appeals, the settlement and judgment has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review.

18. Timing for Payments from the Defendant Settlement Fund. Within 35 days after the Settlement Effective Date, the Settlement Administrator shall: (a) pay by check or wire transfer to Class Counsel the attorneys’ fees, expenses, and incentive award that the Court awards from the Defendant Settlement Fund in the Final Approval Order; (b) pay the incentive award to each Plaintiff that the Court awards from the Defendant Settlement Fund in the Final Approval Order; (c) provide the Parties with a final report of settlement administration costs which shall be paid from the Defendant Settlement Fund; (d) distribute the remaining funds from the Defendant Settlement Fund, after deduction of the amounts

pursuant to (a), (b) and (c) of this Paragraph, to the Settlement Class Members on a *pro rata* basis in accordance with Paragraph 11 of this Agreement. Checks issued to the Settlement Class Members from the Defendant Settlement Fund will be void 91 days after issuance.

19. Assignment of Coverage Claims. Within 7 days of the Court's entry of Final Approval Order including the Judgment, Defendant shall assign its rights for purpose of seeking coverage in the Action under its insurance policies with West Bend Mutual Insurance Company ("West Bend Policies") to Plaintiffs and the Settlement Class for the purpose of collecting and satisfying any or all of the Remaining Balance Amount by executing the "Assignment" attached hereto as **Exhibit 4**. Upon execution of the Assignment, Class Counsel shall assume all responsibility for the representation of The Standard Market LLC solely in connection with any lawsuit or proceeding to pursue coverage from West Bend Mutual Insurance Company for claims asserted in the Action, including without limitation the lawsuit captioned *West Bend Mutual Insurance Company v. The Standard Market LLC and Leen Abusalem*, No. 2020 MR 000276 (DuPage County) (the "West Bend Lawsuit"). It is the intention of the Parties that upon execution of the Assignment Defendant shall have no responsibility, obligation, role or potential liability in connection with the West Bend Lawsuit or any other lawsuit or proceeding with or involving West Bend Mutual Insurance Company relating to the indemnification, coverage or cost of defense for the Action, other than as expressly provided in the Assignment. Defendant shall provide reasonable cooperation to

Class Counsel in the West Bend Lawsuit and any other litigation with West Bend Mutual Insurance Company, including but not limited to making documents and witnesses available to comply with discovery obligations, if any, in connection with such litigation.

20. Allocation of Payment of Judgment. Payment of the Judgment Amount shall be as follows:

(a) \$200,000 shall be deemed to have been paid by the Defendant Settlement Fund. This payment of \$200,000 shall be the only payment made by Defendant toward the Judgment Amount. Under no circumstances shall Defendant be responsible for any payments of the Judgment Amount, individually or in the aggregate, in excess of the \$200,000 paid by Defendant to fund the Defendant Settlement Fund.

(b) The remaining balance of the Judgment Amount, equal to \$1,886,000 (the “Remaining Balance Amount”), shall be satisfied only through any proceeds obtained from the West Bend policies.

21. Covenant Not to Execute. Plaintiffs, the Settlement Class, and Class Counsel, for and in consideration of the terms and undertakings herein the sufficiency and fairness of which are acknowledged, agree and covenant not to execute, prosecute or enforce on all or any part of the Remaining Balance Amount against Defendant or any of its current and former directors, officers, members, partners, agents, employees, shareholders, employees, affiliates, parent

corporations, subsidiaries, controlled companies, other associated business entities or persons, investors, predecessors, members spouses, family members, associates, principals and attorneys and their successors and heirs, other than through any proceeds obtained from West Bend Mutual Insurance Company pursuant to the West Bend Policies. Plaintiffs, the Settlement Class, and Class Counsel, agree not to seek to execute against, attach, lien, or otherwise seek to acquire any interest in the property or assets of Defendant or its current and former directors, officers, members, partners, agents, employees, shareholders, employees, affiliates, parent corporations, subsidiaries, controlled companies, other associated business entities or persons, investors, predecessors, members spouses, family members, associates, principals and attorneys and their successors and heirs to collect, satisfy or recover on the Remaining Balance Amount, and agree to seek recovery to collect, satisfy or recover on the Remaining Balance Amount only against West Bend Mutual Insurance Company. Plaintiffs, the Settlement Class, and Class Counsel agree not to execute against Defendant's non-insurance assets on the Remaining Balance Amount even if a determination is made that West Bend Mutual Insurance Company does not owe defense or indemnity coverage for any claims alleged in the Action. It is the express intention of the Parties that under no circumstances shall Defendant pay or be responsible or obligated to pay any portion of the Judgment Amount other than by and through the \$200,000 Defendant Settlement Fund, and that the Remaining Balance Amount shall be satisfied only through any proceeds of the West Bend Policies. In the event there is no recovery of any proceeds from or in

connection with the West Bend Policies, or if the proceeds obtained from or in connection with the West Bend Policies is less than the Remaining Balance Amount, then it is the intention of the Parties that Defendant shall not pay and shall not be responsible or obligated to pay any amount of the Remaining Balance Amount that is not paid from the proceeds of the West Bend Policies, and that the total and maximum payment of funds to be paid by Defendant available to distribute to Plaintiffs, the Settlement Class and Class Counsel shall be the \$200,000 Defendant Settlement Fund. In the event any provision of this Paragraph fails for any reason, the terms and provisions of this Agreement will then be null and void *ab initio* and may not be used by any party for any purpose.

22. Payments from Any Proceeds from West Bend Policies. In the event any recovery is obtained from West Bend Mutual Insurance Company pursuant to the West Bend Policies (“West Bend Recovery), Defendant agrees not to oppose or appeal an award by the Court to distribute the West Bend Recovery amounts as follows: (a) an additional incentive to be paid to each Plaintiff from the West Bend Recovery in an amount up to and including \$7,500; (b) a payment to Class Counsel from the West Bend Recovery in an amount up to and including one-third of the West Bend Recovery as attorneys’ fees and any additional reasonable litigation expenses incurred in connection with the obtaining the West Bend Recovery and not otherwise compensated from the Defendant Settlement Fund; (c) a payment to the Settlement Administrator of any additional costs of the Settlement Administrator in administering any payments from the West Bend Recovery; and (d) each Settlement

Class Member who received a payment from the Defendant Settlement Fund, shall additionally receive a *pro rata* share of the West Bend Recovery after deduction of the amounts paid in (a), (b) and (c) of this Paragraph. All Settlement Class Members will be informed that checks containing payments from the West Bend Recovery must be cashed within 90 days of issuance or else the check will be void and they will have no further right or entitlement to any payment under the terms of this Agreement. All funds from checks that were not cashed within 90 days after issuance shall be paid on a *pro rata* basis to the Settlement Class Members who timely cashed their checks from the West Bend Recovery; provided, however, if the total amount of uncashed checks is less than \$50,000 then the uncashed checks shall be donated to Prairie State Legal Services or some other *cy pres* recipient acceptable to the Court.

23. Timing for Payments from the West Bend Recovery. Within 28 days of the receipt of the funds in connection with any West Bend Recovery, Plaintiffs and the Settlement Class shall pay the entirety of such funds to the Settlement Administrator, who shall, within 21 days of its receipt of said funds: (a) pay by check or wire transfer to Class Counsel the attorneys' fees, expenses, and incentive award that the Court awards from the West Bend Recovery in the Final Approval Order; (b) pay the incentive award to each Plaintiff that the Court awards from the West Bend Recovery in the Final Approval Order; (c) provide the Parties with a final report of settlement administration costs in connection with the West Bend Recovery which shall be paid from the West Bend Recovery; (d) distribute the

remaining funds from the West Bend Recovery, after deduction of the amounts pursuant to (a), (b) and (c) of this Paragraph, to the Settlement Class Members on a *pro rata* basis in accordance with Paragraph 22 of this Agreement. Checks issued to the Settlement Class Members from the West Bend Recovery will be void 91 days after issuance.

24. Satisfaction of Judgment. Within 30 days of the conclusion of the West Bend Lawsuit (or any other litigation to pursue coverage from West Bend Mutual Insurance Company for claims asserted in the Action), including any appeals, and irrespective of the outcome of such litigation and even if there is no recovery of any proceeds from or in connection with the West Bend Policies, or if the proceeds obtained from or in connection with the West Bend Policies is less than the Remaining Balance Amount, the Plaintiffs and the Settlement Class will file a satisfaction of the Judgment in the Action, stating the Judgment has been fully and completely satisfied as to the Plaintiffs and the Settlement Class.

25. Termination Rights. Plaintiffs and Defendant shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other Party within twenty days after the date on which: (a) the Court declines to enter the Preliminary Approval Order or makes material changes thereto; (b) the Court refuses to approve the Settlement or any material part thereof; (c) the Court declines to enter the Final Approval Order or Judgment or makes material changes thereto; (d) the Final Approval Order or Judgment is vacated, modified, or reversed in any material respect; or (e) the Settlement

Effective Date otherwise does not occur. In the event the number of Settlement Class members who opt out of the Settlement is twenty or higher, then Defendant shall have the right to terminate the Settlement by providing written notice to Plaintiffs of its election to do so at any time prior to the entry of the Final Approval Order. In the event that any Party exercises its above-described termination rights, then this Agreement shall be null and void *ab initio* and any evidence, stipulation, affidavit, declaration, representation or assertion of fact made in or pursuant to this Agreement, including pursuant to Paragraph 9, shall not be used by anyone for any purpose whatsoever. In the event the Settlement is terminated consistent with this sub-paragraph, all Parties shall have the same rights they had prior to entering into this Agreement.

26. Notices. Requests for exclusion and objections to the Agreement or settlement shall be sent to:

David Fish
THE FISH LAW FIRM, P.C.
200 East Fifth Avenue, Suite 123
Naperville, Illinois 60563

Brett Doran
GREENBERG TRAURIG, LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601

27. Integration Clause. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect

and can be modified only by the written agreement of the Parties supported by acknowledged written consideration.

28. Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

29. Binding and Benefiting Others. This Agreement shall be binding upon and inure to the benefit or detriment of the following and only the following: the Parties and the Settlement Class members who do not opt out, and to their respective agents, employees, representatives, trustees, officers, directors, shareholders, divisions, parent corporations, subsidiaries, heirs, executors, assigns, and successors in interest.

30. Representations and Warranties. The Parties each represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

31. Governing Law. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Illinois, without regard to its conflict of laws and choice of law provisions.

32. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if, and only if, the Parties and their counsel mutually elect by written stipulation to be filed with the Court within twenty days to modify the Agreement and proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

33. Continuing Jurisdiction. Without affecting the finality of the Final Approval Order or Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all members of the Settlement Class, the administration and enforcement of this Agreement, and the benefits to the Settlement Class hereunder, including for such purposes as supervising the implementation, enforcement, construction, and interpretation of this Agreement, the Preliminary Approval Order, the Final Approval Order, the Judgment, and the distribution of settlement proceeds to the Settlement Class. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.

34. Ceridian HCM, Inc. Plaintiffs and the Settlement Class are expressly preserving claims and causes of action (and not releasing any claims or causes of action or rights) they may have against Ceridian HCM, Inc. and its affiliates and related entities or any other entity that manufactured, sold, or otherwise provided Ceridian HCM, Inc. any finger-scan or hand-scan or face-scanning technology, or

any portion thereof (whether software or hardware). Plaintiffs and the Settlement Class are not waiving any rights that they may have in the case of *Rachel LaBarre v. Ceridian HCM, Inc.*, 2019 CH 06489 (Cook County, Illinois). Defendant states it expressly takes no position on Plaintiffs' and the Settlement Class's preservation of purported claims and causes of action against Ceridian HCM, Inc. or any other referenced entity.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth underneath their respective signatures.

* * *

**PLAINTIFFS, THE SETTLEMENT CLASS
AND CLASS COUNSEL**

By: **David Fish** Digitally signed by David Fish
DN: cn=David Fish, o=The Fish Law Firm PC, ou,
email=dfish@fishlawfirm.com, c=US
Date: 2021.01.25 14:58:17 -0600

The Fish Law Firm, P.C.

Dated: 1-25-21

By: 

Bock, Hatch, Lewis & Oppenheim, LLC

Dated: 1-26-21

THE STANDARD MARKET, LLC

By: _____

Its: _____

Dated: _____

Dated: _____

THE STANDARD MARKET, LLC

By:  _____

Its: PARTNER _____

Dated: 1.26.21 _____

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

**LEEN ABUSALEM and DEANNA
BERGNER**, individually and on behalf
of all other similarly situated,

Plaintiffs,

v.

THE STANDARD MARKET, LLC,

Defendant.

Case No. 2019 L 517

The Honorable Robert W. Rohm

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This matter coming before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Notice to the Class (the "Motion"), after review and consideration of the Settlement Agreement, and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the settlement of this action, as embodied in the terms of the Settlement Agreement attached to the Motion, is preliminarily approved as a fair, reasonable, and adequate settlement in the best interests of the Settlement Class, in light of the factual, legal, practical, and procedural considerations raised. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement) and is hereby preliminarily adopted as an Order of this Court.

2. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, by stipulation of the Parties, and for the purpose of settlement, the Court hereby certifies the following class:

All individuals working for The Standard Market LLC (“Standard Market”) in the State of Illinois who had their fingerprints or finger scans collected, captured, received, obtained, maintained, stored, transmitted, or disclosed between May 9, 2014 and February 22, 2020 by Standard Market.

The Settlement Class excludes: (1) Defendant, any parent, subsidiary, affiliate, or controlled person of Defendant, as well as Defendant’s attorneys, officers, directors, agents, servants, or employees, and the immediate family members of such persons; (2) the named counsel in the Action and any employee of their office or firm; and (3) the judge(s) assigned to the Action and his or her staff.

3. The Court finds that certification for purposes of settlement is appropriate because (a) the Settlement Class is so numerous that joinder of all members is impractical; (b) there are questions of law and fact common to the class and they predominate over any questions affecting only individual class members; (c) Plaintiffs’ claims are typical of the claims of the class; (d) Plaintiffs and their attorneys will fairly and adequately protect the interests of the class; and (e) a class action is the superior means of resolving this controversy.

4. The Court appoints Plaintiffs Lean Abusalem and Deanna Bergner a/k/a Deanna Pronger as the “Class Representatives” and Plaintiffs’ counsel, The Fish Law Firm, P.C. and Bock, Hatch, Lewis & Oppenheim, LLC, as “Class Counsel.”

5. The Court finds that the Settlement Agreement’s plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and 735 ILCS 5/2-801 and 735 ILCS 5/2-802. That plan is approved and adopted. This Court further finds that the Class Notice (attached to the Settlement Agreement as Exhibit 2) complies with 735 ILCS 5/2-801 and 735 ILCS 5/2-802, is

appropriate as part of the notice plan, and is approved and adopted. The Court orders that the Parties provide the notice to the Settlement Class as proposed.

6. By this Order, the Court hereby orders that the Class Notice shall be sent by U.S. Mail to the Notice List. The Class Notice shall also be made available on the Settlement Administrator's website, along with a copy of the Settlement Agreement. The Court finds and orders that no other notice is necessary.

7. The Class Notice informs members of the Settlement Class of their right to object to the proposed settlement. An objection must be signed under penalties of perjury and identify the following information or else the Court will disregard and strike the submitted objection as invalid: (1) the objector's name, address, and telephone number, (2) the specific date(s) the objector was employed by Defendant, (3) all attorneys who assisted the objector in preparing or filing the objection, (4) a list of all other class action cases in which the objector or their attorneys have submitted an objection to a settlement, including case name, court, case number, and how much, if any amount, was paid in connection with the objection, and (5) a statement of the reasons why the objector contends the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class.

8. The Court hereby sets deadlines and dates for the acts and events set forth in the Settlement Agreement and directs the Parties to incorporate the deadlines and dates in the Class Notice:

- (a) The Class Notice shall be sent by the Settlement Administrator on or before _____, 2021 [21 days after entry of this order];
- (b) Objections and motions to intervene, including supporting memoranda, shall be filed in this Court and postmarked and served on Class Counsel and Defendant's counsel on or before _____, 2021 [60 days after the Notice Date], or be forever barred;
- (c) Requests by any Settlement Class member to opt out of the settlement must be submitted on or before _____, 2021 [60 days after the Notice Date], or be forever barred; and
- (d) The Final Approval Hearing, set forth in the Class Notice, is hereby scheduled for _____, 2021 at _____ a.m./p.m. in Room _____.

BY ORDER OF THE COURT

Dated: _____

Honorable Judge Robert W. Rohm

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

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

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

**LEEN ABUSALEM and DEANNA
BERGNER**, individually and on behalf
of all other similarly situated,

Plaintiffs,

v.

THE STANDARD MARKET, LLC,

Defendant.

Case No. 2019 L 517

The Honorable Robert W. Rohm

NOTICE OF CLASS ACTION SETTLEMENT

TO: All individuals working for The Standard Market LLC (“Standard Market”) in the State of Illinois who had their fingerprints or finger scans collected, captured, received, obtained, maintained, stored, transmitted, or disclosed between May 9, 2014 and February 22, 2020 by Standard Market.

These persons are the “Settlement Class” discussed below.

A. WHY HAVE YOU RECEIVED THIS NOTICE? The Court ordered us to send you this notice because your contact information was found in records discovered and compiled in the litigation (the “Notice List”), meaning you were or are an employee of The Standard Market LLC (“Defendant”) in the State of Illinois who had your fingerprints or finger scans collected, captured, received, obtained, maintained, stored, transmitted, or disclosed between May 9, 2014 and February 22, 2020 by Defendant, which would make you a member of the Settlement Class.

B. WHAT IS THIS LAWSUIT ABOUT? The named plaintiffs, Leen Abusalem and Deanna Bergner a/k/a Deanna Pronger (“Plaintiffs”), filed a class action lawsuit alleging that Defendant violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”) in connection with the use of a finger-scan timekeeping system for its employees. The parties have proposed a settlement that, if approved by the Court, will resolve all of the Settlement Class’s claims against Defendant for violations of BIPA.

C. WHAT IS THE PROPOSED SETTLEMENT? Defendants have agreed to consent to a judgment in the amount of \$2,086,000 (the “Judgment Amount”). In partial satisfaction of this Judgment, Defendant shall make a payment of \$200,000 (“Defendant Settlement Fund”) to be made available to pay Settlement Class Members on a *pro rata* basis, to pay incentive awards to Plaintiffs for serving as the “class representatives,” to pay attorneys’ fees and expenses to Class Counsel, and to pay the costs of notice and settlement administration. Each Settlement Class Member for whom the settlement administrator does not receive notification that this Class Notice is undeliverable, shall receive an equal *pro rata* share of the Defendant Settlement Fund divided by the number of Settlement Class Members, after the deduction of notice and administration costs, incentive awards, and attorneys’ fees and expenses.

The remaining balance of the Judgment shall be paid, if at all, in part or in whole, by the possible recovery of proceeds from Defendant’s insurer, West Bend Mutual Insurance Company (“West Bend”). If no proceeds are recovered from West Bend, then there will be no additional payments to the Settlement Class made, other than the payments from the Defendant Settlement Fund described above, and the Judgment will be deemed satisfied in full. In the event that any proceeds are recovered from West Bend (the “West Bend Recovery”), then those proceeds shall fully and completely satisfy the Remaining Judgment Amount and the Judgment will be deemed satisfied in full. The West Bend Recovery, if any, will be made available to make an additional payment to Settlement Class Members on a *pro rata* basis who received payments from the Defendant Settlement Fund, to pay additional incentive awards to Plaintiffs for serving as the “class representatives,” to pay additional attorneys’ fees and expenses to Class Counsel, and to pay any additional costs of settlement administration. Each such Settlement Class Member shall receive an equal *pro rata* share of the West Bend Recovery, if any, divided by the number of Settlement Class Members who are to receive payment, after the deduction of any additional administration costs, incentive awards, and attorneys’ fees and expenses.

The Court has preliminarily approved this settlement, subject to a fairness hearing that will occur on _____, 2021 at _____, in Room ___ in the Circuit Court of DuPage County, 505 County Farm Road, Wheaton, Illinois 60187.

D. WHAT CAN YOU DO NOW? YOU HAVE THREE OPTIONS.

1. **Do nothing.** If you do nothing, you will stay in the Settlement Class, be bound by the Judgment entered by the Court, and you will be mailed a check for your *pro rata* share of the Defendant Settlement Fund and the West Bend Recovery, if any.

2. **Exclude yourself from the Settlement Class and the settlement.** You can

exclude yourself from the class action and the settlement by filing a written request to be excluded with the Clerk of the Circuit Court of DuPage County, 505 County Farm Road, Wheaton, Illinois 60187. That request must be postmarked on or before _____ **[60 days after Notice Date]**, and it must state your name, address, telephone number, the case name and number above, and include a clear statement that you request to be excluded from the Settlement Class and settlement. You must also mail copies of your request for exclusion, postmarked by the same date, to:

For the Settlement Class:

David Fish
THE FISH LAW FIRM, P.C.
200 East Fifth Avenue, Suite 123
Naperville, Illinois 60563

For Defendant:

Brett Doran
GREENBERG TRAUIG, LLP
77 West Wacker Dr., Suite 3100
Chicago, IL 60601

3. Object to the settlement in writing. If you object to the settlement, and wish to file an objection rather than excluding yourself, you must submit your objection in writing to the Clerk of the Circuit Court of DuPage County, 505 County Farm Road, Wheaton, Illinois 60187. Your objection must be postmarked by _____ **[60 days after Notice Date]**, and it must be signed under penalties of perjury and identify the following information: (1) your name, address, and telephone number, (2) the specific date(s) you were employed by Defendant, (3) all attorneys who assisted you in preparing or filing the objection, (4) a list of all other class action cases in which you or your attorneys have submitted an objection to a settlement, including case name, court, case number, and how much, if any amount, was paid in connection with the objection, and (5) a statement of the reasons why you contend the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class. You must also serve copies of your objection and any supporting memoranda or materials on the attorneys for the Settlement Class and the attorneys for Defendant listed in Paragraph D.2 above, postmarked by the same date. If your objection does not comply with these requirements, the Court may strike and disregard your objection. It is not enough to say that you object; you must state the reasons why you believe the Court should reject the settlement. If you file an objection, then you **must** appear at the final approval hearing before Judge _____ in Courtroom ____ of the Circuit Court of DuPage County, 505 County Farm Road, Wheaton, Illinois 60187 on _____, at _____. You are not required to attend this hearing unless you object to the settlement.

E. WHO REPRESENTS THE CLASS? The Court appointed Plaintiffs to be the

“Class Representatives” and appointed The Fish Law Firm, P.C. and Bock, Hatch, Lewis & Oppenheim, LLC as “Class Counsel.” At the fairness hearing, Class Counsel will request that the Court approve an incentive award of up to \$5,000 from the Defendant Settlement Fund for each of the Class Representatives for their services on behalf of the Settlement Class; an award to Class Counsel of one third of the Defendant Settlement Fund (\$66,666.67) as attorneys’ fees, plus their out-of-pocket litigation expenses up to \$12,000; and payment to the Settlement Administrator for costs of notice and settlement administration, all to be paid from the Defendant Settlement Fund. Class Counsel will request that, in the event there is any West Bend Recovery as described in Paragraph C, the Court approve an additional incentive award of up to \$7,500 from the West Bend Recovery for each of the Class Representatives for their services on behalf of the Settlement Class; an additional award to Class Counsel of one third of the amount of the West Bend Recovery as attorneys’ fees, plus any additional out-of-pocket litigation expenses, and payment to the Settlement Administrator for any additional costs of settlement administration, all to be paid from the West Bend Recovery.

F. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether the proposed settlement is fair and reasonable and should be approved. At that fairness hearing, the Court will hear any objections and arguments about the proposed settlement, including about the attorneys’ fees and expenses requested by Class Counsel and the incentive awards requested for the Class Representatives. The fairness hearing will take place on _____, 2021 at _____, in Room ___ in the Circuit Court of DuPage County, 505 County Farm Road, Wheaton, Illinois 60187. **You do not need to attend this hearing unless you object.** The fairness hearing may be continued to a future date without further notice. If the Court does not approve the settlement, the litigation will proceed as if no settlement has been attempted. If the settlement is not approved, there is no assurance that the Settlement Class will recover more than is provided in the settlement, or anything at all.

H. HOW DO I OBTAIN MORE INFORMATION? This description of the litigation is general and does not cover all of the issues and proceedings. If you have specific questions, you may write to Class Counsel at the address above. Include the case number, your name, and your telephone number. Or, you may call Class Counsel, Phillip Bock, at 312-658-5501, or David Fish, at 630-355-7590. You may contact the Settlement Administrator, Analytics LLC, by calling [number]. To obtain a copy of the settlement agreement, you may visit the settlement website, [website]. To review the Class Action Complaint and other documents in this case, you may visit the office of the Clerk of the Circuit Court of DuPage County, 505 County Farm Road, Wheaton, Illinois 60187, where files relating to this lawsuit will be available for inspection and copying at your own expense.

Please do not contact the Clerk of the Court, the Judge, or the Judge’s staff, because

they cannot answer your questions or give you advice about this settlement.
BY ORDER OF THE COURT

HONORABLE JUDGE _____

EXHIBIT 3

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

**LEEN ABUSALEM and DEANNA
BERGNER**, individually and on behalf
of all other similarly situated,

Plaintiffs,

v.

THE STANDARD MARKET, LLC,

Defendant.

**Case No. 2019 L 517
The Honorable Robert W. Rohm**

FINAL APPROVAL ORDER

This matter coming before the Court on Plaintiffs' request for final approval of the class action settlement by Plaintiffs Leen Abusalem and Deanna Bergner a/k/a Deanna Pronger (the "Plaintiffs"), on behalf of themselves and a settlement class of similarly-situated persons (identified herein as the "Settlement Class"), and The Standard Market, LLC (the "Defendant"), due notice having been given, the parties appearing through counsel and having been fully advised in the premises, **IT IS HEREBY ORDERED** and adjudged as follows:

1. This Court has jurisdiction over the parties, the members of the Settlement Class, and the claims asserted in this lawsuit.

2. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the settlement of this action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement in the best interests of the Settlement Class, in light of the factual, legal, practical, and procedural considerations raised.

3. The Settlement Class is defined as follows:

All individuals working for The Standard Market LLC (“Standard Market”) in the State of Illinois who had their fingerprints or finger scans collected, captured, received, obtained, maintained, stored, transmitted, or disclosed between May 9, 2014 and February 22, 2020 by Standard Market.

The Settlement Class excludes: (1) Defendant, any parent, subsidiary, affiliate, or controlled person of Defendant, as well as Defendant’s attorneys, officers, directors, agents, servants, or employees, and the immediate family members of such persons; (2) the named counsel in the Action and any employee of their office or firm; and (3) the judge(s) assigned to the Action and his or her staff.

4. The Court finds that the Settlement Agreement was reached in good faith, following arm’s-length negotiations.

5. Upon the Affidavit of _____, the Court finds that the notice provided to the Settlement Class was the best notice practicable under the circumstances and it satisfied the requirements of due process and 735 ILCS 5/2-801 and 735 ILCS 5/2-802.

6. ____ timely and complete objections were received. The Court has considered each of these objections carefully and has overruled them. None of these objections raised a valid concern about the Settlement Agreement. All untimely or incomplete objections are denied as stricken.

7. The following persons validly requested exclusion from the Settlement Class and the settlement and are hereby excluded from this Class:

_____.

8. After due consideration of, among other things, the uncertainty about the likelihood of: (a) the Settlement Class's ultimate success on the merits; (b) the range of the Settlement Class's possible recovery; (c) the complexity, expense and duration of the litigation; (d) the substance and amount of opposition to the settlement; (e) the state of proceedings at which the settlement was achieved; (f) all written submissions, declarations and arguments of counsel; and (g) after notice and hearing, this Court finds that the settlement is fair, adequate and reasonable. This Court also finds that the financial settlement terms fall within the range of settlement terms that would be considered fair, adequate and reasonable. Accordingly, this Settlement Agreement should be and is APPROVED and shall govern all issues regarding the settlement and all rights of the Parties, including the members of the Settlement Class. Each member of the Settlement Class (including any person or entity claiming by or through him, her or it, but except those persons identified above who have previously excluded themselves from the Settlement Class) shall be bound by the Settlement Agreement, including being subject to the Releases set forth in the Settlement Agreement.

9. The Court expressly adopts and incorporates herein all the terms of the Settlement Agreement. The Parties to the Settlement Agreement shall carry out their respective obligations under that Agreement.

10. Based on the evidence presented to the Court including the Declaration of !!!, the Court hereby enters and orders JUDGMENT (the "Judgment") as follows:

- a. The settlement was made by Defendant in reasonable anticipation of incurring substantial costs and expenses in the defense of this lawsuit and the potential liability that would arise from a finding that Defendant violated BIPA;
- b. Judgment is entered in the amount of \$2,086,000.00 (the “Judgment Amount”);
- c. The Judgment Amount is fair and reasonable because it is within the range of damages that could be awarded against Defendant for the claims made by Plaintiffs and the Settlement Class and is what a reasonably prudent person in Defendant’s position would have settled for on the merits of Plaintiffs’ claim, as determined by a common sense consideration of the totality of facts bearing on the liability and damage aspects of Plaintiffs’ claim, as well as the risks of going to trial, which could result in a judgment substantially higher than the Judgment Amount;
- d. The settlement was entered into in good faith following arms-length negotiations;
- e. From May 9, 2014 to no later than February 22, 2020, Defendant used a timekeeping system that utilized a finger scan feature;
- f. Based on information reasonably available to Defendant, Defendant collected finger scan information from 2,086 employees from May 9, 2014 to no later than February 22, 2020;

- g. Employees generally scanned their fingers each workday;
- h. Defendant disclosed the finger scan information without Defendant obtaining consent from its employees to a third-party timekeeping system provider in violation of 740 ILCS 14/15(d)(1);
- i. Defendant was not aware of BIPA, and its violations of BIPA were not willful, knowing, or intentional; and
- j. All other claims asserted by Plaintiffs and the Settlement Class under BIPA are hereby dismissed with prejudice.

11. Defendant has made available \$200,000.00 (the “Defendant Settlement Fund”) to pay Settlement Class Members, class action settlement administration costs, attorneys’ fees, costs, and expenses, and incentive awards to Plaintiffs as determined and awarded by this Court.

12. As agreed in and subject to the Settlement Agreement, each Settlement Class Member shall receive a benefit (in the form of a check) in a *pro rata* amount equal to the Defendant Settlement Fund divided by the number of Settlement Class Members, following the deduction from the Defendant Settlement Fund of notice and administration costs, incentive awards, and attorneys’ fees and expenses. The Settlement Administrator will cause those checks to be mailed within 35 days after the Settlement Effective Date. Checks issued to the Settlement Class Members from the Defendant Settlement Fund will be void 91 days after issuance. All funds from checks that were not cashed within 90 days after issuance shall be

paid on a *pro rata* basis to the Settlement Class Members who timely cashed their initial checks.

13. As agreed between the parties, the Court approves (a) Class Counsel's request for attorneys' fees in the total amount of one-third of the Defendant Settlement Fund (\$66,667.00) and out-of-pocket expenses not to exceed \$12,000.00; (b) \$5,000.00 incentive awards to each of the named Plaintiffs, for serving as the Class Representatives; and (c) a payment of \$_____ to the Settlement Administrator for notice and settlement administration services, all to be paid from the Defendant Settlement Fund within 35 days after the Settlement Effective Date.

14. As agreed in and subject to the Settlement Agreement, in the event there are any proceeds recovered as part of the West Bend Recovery, the West Bend Recovery amounts shall be distributed as follows within 49 days of the receipt of the West Bend Recovery amounts by Plaintiffs and the Settlement Class:

- (a) Class Counsel's request for attorneys' fees in the total amount of one-third of the amount of the West Bend Recovery and reasonable out-of-pocket expenses incurred in connection with the West Bend Litigation and not previously recovered from the Defendant Settlement Fund;
- (b) An additional incentive award of \$7,500.00 to each of the named Plaintiffs, for continuing to serve as the Class Representatives;
- (c) A payment to the Settlement Administrator for any additional settlement administration services provided in connection with the

West Bend Recovery and not previously recovered from the Defendant Settlement Fund; and

- (d) Each Settlement Class Members shall receive a benefit (in the form of a check) in a *pro rata* amount equal to the West Bend Recovery divided by the number of Settlement Class Members who received a payment from the Defendant Settlement Fund, following the deduction from the West Bend Recovery of the payments described in (a), (b) and (c) of this Paragraph. Checks issued to the Settlement Class Members from the West Bend Recovery will be void 91 days after issuance. All funds from checks that were not cashed within 90 days after issuance shall be paid on a *pro rata* basis to the Settlement Class Members who timely cashed their initial checks from the West Bend Recovery.

All payments in this Paragraph 14 shall be paid from, and only from, any proceeds of the West Bend Recovery. If there is no West Bend Recovery amount, then there will be no payments made or owing of any kind under this Paragraph.

15. The Court retains jurisdiction over this action, Plaintiffs and all members of the Settlement Class, and Defendant, to determine all matters relating in any way to the Preliminary Approval Order, the Settlement Agreement, the Final Approval Order and the Judgment, including but not limited to, their administration, implementation, interpretation or enforcement. The Court further retains jurisdiction to enforce this Final Approval Order.

16. The Court finds that there is no just reason to delay the enforcement of this Final Approval Order.

BY ORDER OF THE COURT

Dated: _____

Honorable Judge Robert W. Rohm

EXHIBIT 4

ASSIGNMENT

The Standard Market, LLC (“Assignor”), for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, assigns and transfers to Plaintiffs and the Settlement Class (“Assignees”),¹ all of Assignor’s rights under its insurance policies with West Bend Mutual Insurance Company to coverage, indemnity and/or defense in connection with the Action for the purpose of collecting and satisfying any or all of the Remaining Balance Amount. Assignees accept the foregoing assignment and agree to perform all of the obligations of Assignor accruing and required to be performed on or after the date hereof.

Dated: _____

The Standard Market, LLC

By: _____

Title: _____

¹ Unless otherwise defined herein, all capitalized terms shall have the meaning described in the Settlement Agreement by and between Leen Abusalem and Deanna Bergner a/k/a Deanna Pronger, on behalf of themselves and a settlement class of similarly-situated persons, and The Standard Market, LLC (“Settlement Agreement”).