

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

DANIELLE PARKER and CRAIG REED)	
Individually and on behalf of all other similarly)	
situated,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.: 2019 CH 1845
)	
DABECCA NATURAL FOODS, INC., a)	
Texas corporation,)	
)	
Defendant.)	

STIPULATION OF CLASS ACTION SETTLEMENT

This Stipulation of Class Action Settlement is entered into by and among Plaintiffs Danielle Parker and Craig Reed (“Plaintiffs”) for themselves individually and on behalf of the Settlement Class, and Defendant DaBecca Natural Foods, Inc. (“DaBecca” or “Defendant”) (Plaintiffs and Defendant are referred to individually as a “Party” and collectively referred to as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. Plaintiffs filed a putative class action complaint against Defendant alleging a claim for damages and an injunction under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. (“BIPA”), related to the alleged unauthorized collection, storage, and dissemination of fingerprint data.

B. Throughout 2019, the parties had settlement discussions and stayed this action.

C. The Parties began discussing the potential for a class-wide settlement and exchanged information on the underlying facts of the case and the size of the class. After

considerable arms-length negotiations, including a full-day mediation with Professor Lynn Cohn, the Parties were able to reach agreement on the terms of a class-wide settlement.

D. Plaintiffs and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the complaint and Defendant's potential defenses. Plaintiffs believe that each claim asserted in the Action has merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and would have prevailed on the merits at summary judgment or at trial. But Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a risk that Plaintiff may not prevail and/or that a Class might not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. This Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Class without delay. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

E. Defendant denies all allegations of wrongdoing and liability and denies all material allegations in the Complaint, but has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the substantial risk posed by the Class's claims for liquidated damages. Defendant thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to the Court after a hearing as provided

for in this Settlement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Parker and Reed v DaBecca Natural Foods, Inc.* 2019 CH 1845 (Cir. Ct. Cook Cty.).

1.2 “**Agreement**” or “**Settlement Agreement**” means this Stipulation of Class Action Settlement.

1.3 “**Class Counsel**” means attorneys David Fish, Mara Baltabols and John Kunze of The Fish Law Firm, PC.

1.4 “**Class Representatives**” means the named Plaintiffs in the Action, Daniella Parker and Craig Reed.

1.5 “**Court**” means the Circuit Court of Cook County, Illinois.

1.6 “**Defendant**” or “**DaBecca**” means Defendant DaBecca Natural Foods, Inc.

1.7 “**Defendant’s Counsel**” or “**DaBeccas’s Counsel**” means Peter Gillespie of Laner Muchin, Ltd.

1.8 “**Effective Date**” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any

material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.9 “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and DaBecca at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.10 “Fee Award” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel by the Court to be paid out of the Settlement Fund. Under no circumstances will the Fee Award provide a basis to increase the amount of the Settlement Fund set forth in Paragraph 1.25, below.

1.11 “Final Approval Hearing” means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive award to the Class Representative.

1.12 “Final Judgment” means the final judgment to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing.

1.13 “Notice” means the notice of this proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this

Settlement Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801, and is substantially in the form of Exhibits A attached hereto.

1.14 “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.

1.15 “Objection/Exclusion Deadline” means the date by which a written objection to the Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be filed with the Court and/or postmarked, which shall be designated as a date forty-two (42) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.16 “Plaintiffs” means Daniella Parker and Craig Reed.

1.17 “Preliminary Approval” means the Court’s Order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.18 “Released Claims” means 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 the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside 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 collection, storage, and dissemination of biometric data including all claims that were brought or could have been brought in the Action relating to such collection, storage, and dissemination of biometric and/or fingerprint data, belonging to any and all Releasing Parties.

1.19 “Released Parties” means DaBecca Natural Foods, Inc. and all of its present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, other individuals or entities in which DaBecca has a controlling interest or which is affiliated with any of them, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities.

1.20 “Releasing Parties” means Plaintiffs and Settlement Class Members and their respective present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.21 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, mailing

checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.22 “Settlement Administrator” means Analytics LLC or such other administrator agreed to by the parties, subject to approval of the Court, which will provide the Notice and sending of Settlement Payments to Settlement Class Members.

1.23 “Settlement Class” shall be defined to include two subclasses:

Class 1: The first is the 435 non-union employees who used an alleged biometric timeclock for timekeeping purposes in the State of Illinois between February 13, 2014 and date of preliminary approval and whose name appears on the list that will be provided by DaBecca within 21 days and who are not in the second class.

Class 2: The second class is the 725 individuals who were either in a union and who used an alleged biometric timeclock for timekeeping purposes in the State of Illinois between February 21, 2014 and date of preliminary approval and whose name appears on the list that will be provided by DaBecca within 21 days.

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) persons who properly execute and file a timely request for exclusion from the class, (3) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (4) the legal representatives, successors or assigns of any such excluded persons.

1.24 “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.

1.25 “Settlement Fund” means the amount paid by Defendant into the Escrow Account. Defendant shall within twenty-one days of the execution of this Settlement Agreement pay into the Escrow Account the amount of \$999,975. The amount for the Class 1 members is \$1,300.00 each and the amount for the Class 2 members is \$599.27 each.

1.26 “Settlement Payment” means a pro rata portion of the Settlement Fund less any Fee Award, incentive award to the Class Representative, and Settlement Administration Expenses. The amount of the Settlement Payment to each Class Member will be calculated based on a prorated share of the Settlement Fund to each Class 1 and Class 2 member after first allocating the net amount of the Settlement Fund to the separate subclasses in a proportionate manner.

1.27 “Settlement Website” means the website to be created, launched, and maintained by Class Counsel which provides access to relevant case documents including the Notice and other relevant documents.

1.28 “Unknown Claims” means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiff, the Settlement Class, and the

Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. SETTLEMENT RELIEF

2.1 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. Defendant shall have no further obligation to any Settlement Class Member who has been issued a check by the Settlement Administrator in the event that a check is not cashed by the Settlement Class Member after it was issued by the Settlement Administrator.

(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 (“Acceptance Period”), the check will be void, and the Settlement Administrator may not re-issue a check to any Settlement Class Member who fails to cash a check within the Acceptance Period.

2.2 Prospective Relief. DaBecca agrees that, on or before the Effective Date, it shall implement the following policies and procedures, which shall remain in effect for a period of three (3) years after the Effective Date, for its Illinois employees or independent contractors:

(a) DaBecca shall establish a written policy, made available to the public, creating 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 DaBecca, whichever occurs first;

(b) DaBecca shall destroy all “biometric identifiers” and “biometric information” of former employees and former independent contractors within its possession, except where as otherwise provided by law;

(c) DaBecca shall inform in writing all persons whose “biometric identifiers” or “biometric information” it collects that (i) a “biometric identifier” or “biometric information” is being collected or stored; and (ii) of the specific purpose and length of term for which the “biometric identifier” or “biometric information” is being collected, stored, or used; and

(d) DaBecca shall obtain a written release, from all persons whose “biometric identifiers” or “biometric information” it collects, captures, purchases, receives through trade, or otherwise obtains, to collect those persons’ “biometric identifiers” or “biometric information.”

3. RELEASE

3.1 The Release. Upon the Effective Date, and in consideration of the settlement relief described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged all Released Claims against each and every one of the Released Parties.

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

(a) **Class List.** DaBecca shall provide the Settlement Administrator and Class Counsel a list of all names, e-mail addresses, telephone number, 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.

(b) **Direct Notice.** No later than the Notice Date, the Settlement Administrator if it has access to email and telephone numbers shall send Notice via e-mail and text message substantially in the form attached as Exhibit A (or providing a link to such information) to all persons in the Settlement Class for whom an email address is available on the Class List. In addition, the Administrator shall no later than the Notice Date issue send 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, the Class Counsel will develop, host, administer and maintain the Settlement Website, containing the notice substantially in the form of Exhibit A along with the relevant pleadings and settlement agreement attached hereto.

4.2 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. 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 eFile IL system, and (c) send copies of such papers via mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Right to Intervene and Object or Comment. Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way

assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice admission). All written objections must be filed with the Court and postmarked, e-mailed or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

4.4 Right to Request Exclusion. Any Person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name of the case (c) state the full name and current address of the Person in the Settlement Class seeking exclusion; (d) be physically signed by the Person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class." A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid

and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any Person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator’s Duties.

(a) **Dissemination of Notices.** The Settlement Administrator shall disseminate the Settlement Class Notice as provided in Section 4 of this Settlement Agreement.

(b) **Maintenance of Records.** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with information concerning Notice, administration and implementation of the Settlement.

(c) **Receipt of Requests for Exclusion.** The Settlement Administrator shall receive requests for exclusion from Persons in the Settlement Class and provide to Class

Counsel and Defendant's Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

(d) **Creation of Settlement Website.** The Settlement Administrator or Class Counsel shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number and mailing address through which Settlement Class Members may contact Class Counsel directly.

(e) **Timing of Settlement Payments.** The Settlement Administrator shall make all Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within twenty-eight (28) days after the Effective Date.

(f) **Distribution of Funds.** The Settlement Administrator shall cause to be delivered to Defendant's Counsel the remaining balance of the Escrow Account within twenty-eight (28) days of the end of the Acceptance Period in accordance with instructions to be provided by Defendant's Counsel and after the payments required under this Agreement are sent as required herein.

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

6.1 Preliminary Approval. Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to

enter an order granting Preliminary Approval, which shall include, among other provisions, a request that the Court:

- (a) Appoint Plaintiff as Class Representative of the Settlement Class;
- (b) Appoint Class Counsel to represent the Settlement Class;
- (c) Certify the Settlement Class under 735 ILCS 5/2-801 et seq. for settlement purposes only;
- (d) Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- (e) Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- (f) Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive awards to the Class Representative, and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement, to consider Class Counsel's application for the Fee Award and the incentive award to the Class Representative, and dismissing the Action with prejudice.

6.2 Final Approval. After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- (a) find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- (b) approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement to be binding on, and have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;
- (c) find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;

(d) find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

(e) dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

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

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Judgment, and (ii) do not limit the rights of Settlement Class Members;

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

(j) incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

6.3 Cooperation. The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1 Termination. Subject to Paragraph 9 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material

respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the appellate court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by the appellate court or the Supreme Court.

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

8.1 Defendant agrees that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. The outcome of any proceeding related to Class Counsel's petition for a Fee Award shall not provide a basis to modify or terminate this Agreement. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees to thirty-five percent (35%) of the Settlement Fund plus reimbursement of unreimbursed costs. Payment of the Fee Award shall be made from the Settlement Fund.

8.2 The Fee Award shall be payable within five (5) business days after entry of the Court's Final Judgment, if there are no objections to the Settlement Agreement, and if there have been such objections, within five (5) business days after the Effective Date.

8.3 Defendant agrees that the Class Representatives shall each be paid an incentive award in the amount of Five Thousand Dollars (\$5,000.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of her efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members. Any award shall be paid from the Escrow Account (in the form of a check to the Class Representative

that is sent care of Class Counsel), within five (5) business days after entry of the Court's Final Judgment if there have been no objections to the Settlement Agreement and, if there have been such objections, within five (5) business days after the Effective Date.

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

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs:

(a) This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;

(b) The Court has entered an order granting Preliminary Approval of the Agreement;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Settlement Agreement; and

(d) In the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") to which the Parties have consented, that Alternative Judgment has become final and unappealable.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties.

Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class

Representative, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc, and the Parties shall be returned to the status quo ante with respect to the Action as if this Settlement Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3 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, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

10.5 Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

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

(c) is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

(d) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or

administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such party or Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

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

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

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

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

10.8 All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement 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 Settlement Agreement or its Exhibits other than the representations, warranties and covenants

contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.11 Plaintiff represents and warrants that she has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other Person or party and that she is fully entitled to release the same.

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

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

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

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

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

10.17 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: David Fish, The Fish Law Firm, P.C., 200 E. 5th Avenue, Suite 123, Naperville, IL 60563; Peter Gillespie, Laner Muchin, Ltd., 515 North State Street, Suite 2800, Chicago, Illinois 60654.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Danielle Parker

Dated: 01/31/2020

By (signature): *Danielle Parker*

Name (printed): Danielle Parker

Craig Reed

Dated: 01/31/2020

By (signature): *Craig Reed*

Name (printed): Craig Reed

The Fish Law Firm, PC

Dated: 01/31/2020

By (signature): *David Fish*

Name (printed): David Fish

Its (Title): President

DABECCA NATURAL FOODS, Inc.

Dated: February 6, 2020

By (signature): *Jon Pederson*

Name (printed): Jon Pederson

Its (Title): Director of Operations

NOTICE OF CLASS ACTION SETTLEMENT

Parker and Reed v. Dabecca Natural Foods, Inc., Case No. 2019-CH-01845
(Circuit Court of Cook County, Illinois)

***An Illinois State Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

The Circuit Court of Cook County preliminarily approved a class action settlement in the case *Parker and Reed v. Dabecca Natural Foods, Inc.*, Case No. 2019-CH-01845 (the “lawsuit”). You are receiving this notice because records show that you worked at *Dabecca Natural Foods, Inc.*, (“Dabecca”) during the time period covered by the lawsuit. Dabecca has agreed to pay \$999,975 to settle the lawsuit. This notice explains your options. You may: (1) do nothing and get a settlement payment; (2) exclude yourself from the settlement and not receive a settlement payment; or (3) object to the settlement. Before any money is paid, the Court will decide whether to grant final approval of the settlement.

What Is this Lawsuit About?

The lawsuit alleges that Dabecca violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by, among other things, collecting Illinois employees’ finger scan data on a time keeping system without obtaining their informed consent. Dabecca denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation.

You can learn more about the lawsuit or review the Settlement Agreement by contacting the Settlement Administrator, _____ at 1-xxx-xxx-xxxx, or Class Counsel, The Fish Law Firm P.C., at (630) 355-7590.

Who Is Included in the Settlement?

The settlement includes all current and former employees of Dabecca who worked at facilities in the State of Illinois who had their fingers scanned and collected, captured, received, or otherwise obtained or disclosed by Dabecca between February 13, 2014 and _____ (“Class Members”).

What Can I Get Out of the Settlement?

If you’re eligible and the Court approves the Settlement, Dabecca has agreed to pay a gross payment of approximately \$1,300.00 per class member that are non-union employees (“Class 1”) and \$599.27 per class member for employees who were in a union (“Class 2”). Class counsel will apply to the Court for compensation of expenses, costs, administration expenses, and incentive awards, and up to 35% of the settlement amount to class members in legal fees. These amounts will be deducted from each payment before the payments are disbursed, which, if granted, class counsel expect will result in payments to Class 1 of approximately \$750.00 to \$780.00, and payments to Class 2 of approximately \$350.00 to \$370.00.

Unless you exclude yourself from the settlement as explained below, you will release Dabecca from any and all actual or potential claims regarding the alleged collection, storage, and dissemination of biometric data including all claims that were brought or could have been brought in the lawsuit. This

costs; and (3) a request for a service award of \$5,000 for the Class Representatives. You may appear at the hearing, but you are not required to do so.

If you have any questions or for more information, contact the Settlement Administrator at: Settlement
Administrator:
xxxxx