

IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

DAWN CALLENDER, individually and on
behalf of other persons similarly situated,

Plaintiff,

v.

QUALITY PACKAGING SPECIALISTS
INTERNATIONAL, LLC,

Defendant.

Case No.: 2023LA000231

Honorable Dennis Ruth

**DECLARATION OF ROBERTO LUIS COSTALES IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

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

2. Attached hereto is a true and correct copy of the Parties’ Class Action Settlement Agreement, and the exhibits attached thereto.

3. This Class Action Complaint was filed in the Circuit Court of Madison County, Illinois. The material allegations of the Complaint are that Defendant collected, stored and used – without first providing notice, obtaining informed written consent or publishing data retention policies – the finger and/or handprints and associated personally identifying information of

hundreds of its employees (and former employees), who were required to “clock in” with their finger and/or handprints, in violation of the BIPA, 740 ILCS 14/1 *et seq.*

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

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

6. After months of negotiations, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet (“Class Action Settlement Term Sheet”). Thereafter the Parties drafted and executed the Settlement Agreement and related documents which are submitted herewith.

7. The resulting \$262,675.00 Proposed Settlement secures extraordinary relief for the class. Based on Defendant’s records the proposed Settlement Class includes approximately 266 individuals who worked or are currently working for Defendant in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Defendant or its agent(s) from April 15, 2016 to April 21, 2021.

8. Pursuant to the terms of the Proposed Settlement, every Settlement Class Member who submits a timely, simple, one page Claim Form approved by the Settlement Administrator will be entitled to a settlement payment of \$987.50 (less the deduction of fees and costs). Moreover, as part of the Proposed Settlement, Defendant has represented that it is in compliance

with BIPA, including all notice and consent provisions.

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

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

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

12. Mr. Beaumont and I have been named lead class counsel in more than twenty other collective and class action cases, including but not limited to: *Fischer, et al. v. Instant Checkmate LLC*, No. 19-cv-04892, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022); *Mohn v. Chronister Oil Company*, No. 20-L-249 (Cir. Ct. Sangamon County 2021); *Kelly v. Peryam & Kroll Research Corporation*, Case No. 20-CH-4665 (Cir. Ct. Cook County 2021); *Goldschmidt*

v. Rack Room Shoes, Inc., Case No. 18-CV-21220 (S.D. Fl. Jan. 15, 2020); *De La Rosa v. Collision Damage Experts Group, LLC*, Case No. 17-CH-14760 (Cir. Ct. Cook County 2020); *Salgado v. Greenway Resource Recovery, LLC*, Case No. 18-cv-00889 (N.D. Ill. Nov. 15, 2018); *Maldonado v. New Orleans Millworks, LLC*, Case No. 17-CV-1015 (E.D. La. Mar. 14, 2018); *Nieto v. Pizzati Enterprises, Inc.*, Case No. 16-CV-5352, (E.D. La. Mar. 28, 2017); *Murillo v. Coryell Cnty. Tradesmen, LLC*, Case No. 15-CV-3641 (E.D. La. Sept. 21, 2016); *Calix v. Ashton Marine LLC*, Case No. 14-CV-2430 (E.D. La. March 25, 2015); *Esparza v. Kostmayer Construction*, Case No. 15-CV-4644 (E.D. La. July 1, 2016); *Leon v Diversified Concrete*, Case No. 15-CV-6301 (E.D. La. Oct. 26, 2016).

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

14. Based on my experience, and also my review of BIPA class settlements, I can say that the parties' proposed settlement in this case is a great result for class members and commensurate with (if not superior to) other BIPA class settlements in 2021 and 2022.

15. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arm's-length.

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

17. While Plaintiff believes she would likely prevail on the claims, she is also aware that Defendant denies the material allegations of the Complaint and intends to pursue several legal and factual defenses, including but not limited to whether Defendant actually possessed biometric information or biometric identifiers, and whether Settlement Class Members' claims are barred by the applicable statute of limitations. While the parties negotiated this settlement, the viability of the latter defense was the subject of a pending appellate case. *See Cothron v. White Castle Sys., Case No. 128004* and *Tims v. Black Horse Carriers, Inc., Case No. 127801*. If successful, the statute of limitations defense would result in a substantial portion of the proposed Settlement Class receiving no payment or relief whatsoever.

18. Plaintiff and proposed Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive the Plaintiff and the Settlement Class Members of any potential relief whatsoever. Defendant is represented by experienced attorneys who have made clear that absent a settlement, it was prepared to continue their vigorous defense of this case, including by moving for summary judgment after discovery.

19. Looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision, and that in light of the statutory damages in play it would argue – in both the trial and appellate courts – for a reduction of damages based on due process concerns.

20. Plaintiff and proposed Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair, reasonable, and adequate, and well within the range of approval.

I declare under penalty of perjury that the above and foregoing is true and accurate.

Executed this 3rd day of April, 2023.

/s/ Roberto Luis Costales

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Plaintiff, Dawn Callender (“Plaintiff” or “Callender”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Quality Packaging Specialists International, LLC (“Defendant” or “QPSI”). Plaintiff and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

OVERVIEW OF SETTLEMENT TERMS

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

Class Definition: “All individuals who worked or are working for QPSI and who scanned their finger in QPSI’s timekeeping system in Illinois between April 15, 2016 to April 21, 2021 without first providing written consent.”

Number of Class Members: 266

Settlement Fund: \$262,675.00

Settlement Administrator: Simpluris

Time to Effectuate Notice: 30 days after Preliminary Approval

Time to Submit a Claim Form: 90 days after Preliminary Approval

Time to Object or File Exclusion: 90 days after Preliminary Approval

Time for Final Hearing Date: 120 days after Preliminary Approval

RECITALS

A. On April 15, 2021, this putative class action was filed in the Circuit Court of Madison County, Illinois. The material allegations of the Complaint were that QPSI collected, stored and used – without first providing notice, obtaining informed written consent or publishing

data retention policies – the finger and/or handprints and associated personally identifying information of hundreds of its employees (and former employees), who were required to “clock in” with their finger and/or handprints, in violation of the Illinois Biometric Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*

B. From the outset of the case, the Parties engaged in settlement discussions, including informally exchanging relevant information surrounding the alleged claims.

C. On February 1, 2023, the Parties agreed on all material terms of a class action settlement and executed a term sheet (“Class Action Settlement Term Sheet”).

D. At all times, QPSI has denied and continues to deny any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and denies that certification of a class is necessary or proper. Accordingly, any references to the alleged business practices of QPSI in this Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of QPSI. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, QPSI has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. This Agreement is a compromise, and this Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of QPSI, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a class.

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

F. QPSI maintains that it has a number of meritorious defenses to the claims asserted in this Action, and that QPSI would prevail in this matter on summary judgment or at trial. QPSI denies any wrongdoing and any liability to Plaintiff and the Settlement Class whatsoever. QPSI also denies that class certification is warranted or appropriate. Nevertheless, QPSI recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to business operations arising out of class action litigation. QPSI also recognizes the risks that a trial on class-wide claims might present. Accordingly, QPSI believes that the Settlement set forth in the Agreement is likewise in the best interests of all parties involved.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and QPSI, by and through their undersigned counsel that, subject

to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Callender v. Quality Packaging Specialists International, LLC*, Case No. 2021L 000457, currently pending in the Circuit Court of Madison County, Illinois.

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

1.3 “Approved Claim” means a Claim Form submitted by a Settlement Class Member (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 “Biometric Data” means a Settlement Class Member’s biometric identifier and biometric information, as those terms are defined in BIPA, 740 ILCS 14/10.

1.5 “BIPA” means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.6 “Claims Deadline” means the date by which all Claim Forms submitted by a person within the Settlement Class must be postmarked, which shall be designated as 30 days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and Claim Form.

1.7 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.8 “Class Counsel” means Beaumont Costales, LLC.

1.9 “Class Period” means the period of time from April 15, 2016 to April 21, 2021.

1.10 “Class Representative” means the named Plaintiff in this Action: Dawn Callender.

1.11 “Court” means the Circuit Court of Madison County, Illinois.

1.12 “Defendant” or “QPSI” means Quality Packaging Specialists International, LLC

1.13 “Defendant’s Counsel” or “QPSI’s Counsel” means O’Hagan Meyer.

1.14 “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (b) if an appeal is filed, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order 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 petition 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 (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

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

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

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representative.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Incentive Award” refers to the payment of Ten Thousand Dollars (\$10,000.00) or such other amount approved by the Court to the Class Representative.

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

1.21 “Notice” means the notice of this Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, and substantially in the form of Exhibits B & C attached hereto.

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

1.23 “Opt-Out” is the election by a member of the Settlement Class to be excluded from this Settlement Agreement.

1.24 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement website, or such other date as ordered by the Court.

1.25 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.26 “Plaintiff” means Dawn Callender.

1.27 “Preliminary Approval” means the Court’s conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.28 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class.

1.29 “Released Claims” means all claims, liabilities, demands, causes of action, or lawsuits of the Plaintiff and Settlement Class Members, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in the action filed by Plaintiff relating in any way to the collection, storage, dissemination, and use of biometric identifiers and/or biometric information by and/or on behalf of QPSI, in connection with Plaintiff’s and the Settlement Class’s employment with QPSI.

1.30 “Released Parties” means Quality Packaging Specialists International, LLC and/or any or all of its current, former and future direct and indirect owners, affiliates (including, without limitation, all entities owned by the direct or indirect owners of Quality Packaging Specialists International, LLC), parents, holding companies, subsidiaries, divisions, officers, directors, shareholders, principals, owners, members, trustees, administrators, executors, directors, officers, managers, board members, partners, agents, employees, attorneys, insurers, reinsurers, accountants, financial and other advisors, investment bankers, benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, vendors, insurers and reinsurers of such plans), underwriters, lenders, predecessors, assigns, successors, and all other persons and/or entities acting through, under, and/or in concert with any of the foregoing.

1.31 “Releasing Parties” means Plaintiff, those Settlement Class Members who do not validly exclude themselves from the Settlement Class, and all of their respective present or past heirs, spouses, parents, children, guardians, associates, co-owners, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and

other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

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

1.33 “Settlement Administration Expenses” means the Settlement Administrator’s fee, and the expenses incurred by the Settlement Administrator in providing Notice, processing claims, exclusions, and objections, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.34 “Settlement Class” means: All individuals who worked or are working for QPSI and who scanned their finger in QPSI’s timekeeping system in Illinois between April 15, 2016 to April 21, 2021 without first providing written consent. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (3) the legal representatives, successors or assigns of any excluded Persons.

1.35 “Settlement Class List” means all individuals making up the Settlement Class and who are identified by first and last name on Exhibit D, attached hereto.

1.36 “Settlement Class Member” means a Person on the Settlement Class List who has not effectively elected to Opt-Out.

1.37 “Settlement Fund” means the cash fund that shall be established by Defendant in the total amount of two hundred sixty-two thousand six hundred seventy-five dollars and zero cents (\$262,675.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any Incentive Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. Under no circumstances shall Defendant be responsible for any payments, individually or in the aggregate, in excess of the amount of the Settlement Fund. Plaintiff reserves the right to rescind this agreement should the final count of Settlement Class Members exceed 266 persons, unless the Parties agree to adjust the Settlement Fund by an amount proportionate to the final count of Settlement Class Members (i.e., \$987.50 multiplied by the final count of Settlement Class Members).

1.38 “Settlement Payment” means a total gross payment of \$987.50 to everyone in the Settlement Class who properly submits a Claim Form, reduced by each claimant’s proportionate share of any Fee Award, Incentive Award(s), and/or Settlement Administrator Fees.

1.39 “Timekeeping System” shall mean the timekeeping technology used by Defendant in Illinois at any time during the Class Period, which utilized a scan of Plaintiff’s and the other Settlement Class Members’ fingerprint or handprint for timekeeping purposes.

1.40 “Website Notice” shall mean the notice issued to class members via the internet on a settlement website, pursuant to Section 4 of this agreement. A copy of the Website Notice is attached hereto as Exhibit C.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) QPSI shall pay into the Escrow Account the amount of the Settlement Fund (\$262,675.00) within twenty-one (21) days after Preliminary Approval.

(b) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. Each Settlement Class Member who submits an Approved Claim will receive a Settlement Payment.

(c) Within ten (21) days of the Effective Date, the Settlement Administrator shall pay: (1) the Settlement Payments to Settlement Class Members, by mailing a check to each Settlement Class Member who submitted an Approved Claim Form; (2) the Fee Award to Class Counsel, if any; (3) the Incentive Award to Plaintiff, if any; (4) the Settlement Administrator’s fees (providing an invoice for same to Class Counsel and Defendant’s Counsel for review and approval prior to issuing such payment) and (5) all funds, if any, remaining in the Net Settlement Fund after payment of items (1) – (4) above, to Defendant.

(d) QPSI shall provide a Settlement Class Member’s social security number, to the extent available, to the Settlement Administrator for settlement administration or tax purposes, upon request and in the event deemed necessary by the Settlement Administrator.

(e) All Settlement Payments will be issued to Settlement Class Members via check and will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a check issued to a Settlement Class

Member is not negotiated within ninety (90) days after the date of issuance, such checks shall, subject to Court approval, be deemed void and such cashed check funds shall revert to Defendant.

2.2 Prospective Relief

(a) Without admitting any liability or prior noncompliance, QPSI represents that it is in compliance with BIPA, including all notice and consent provisions.

3. RELEASE.

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

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

4. NOTICE TO THE SETTLEMENT CLASS.

4.1 The Notice Plan shall include:

(a) *Notice List.* Defendant shall provide the Settlement Administrator the full names and last known U.S. mail addresses of all persons on the Settlement Class List, to the extent such information is available in readily accessible form, as soon as practicable, but by no later than 28 days after the full execution of this Settlement Agreement.

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

(c) *Direct Notice via U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send notice via First Class U.S. Mail substantially in the form attached as Exhibit B hereto to each physical address in the Notice List, with return postage prepaid.

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

(e) *Settlement Website.* No later than the Notice Date, the Website Notice shall be provided on a website at an available URL (such as, for example, www.QPSIfingerprintsettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator. The Parties agree that copies of this agreement, the Notice, Plaintiff's Motion for Preliminary Approval of the Class Action Settlement, Plaintiff's Motion for Attorneys' Fees, Costs, and Incentive Award, Plaintiff's Motion for Final Approval of the Class Action Settlement, and copies of the Court's Preliminary and Final Approval orders of the Settlement will also be posted to the Settlement Website.

4.2 The Notice shall advise the Settlement Class Members of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files

copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

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

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

one (21) days following the filing of the objection. In the event that any Settlement Class Member objects in the manner prescribed herein, Plaintiff and Defendant shall be afforded a full opportunity to respond to such objections.

4.6 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, does not clearly state an intention to be excluded, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

5. SETTLEMENT ADMINISTRATION.

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

(a) Provide Class Counsel and QPSI's Counsel with drafts of all administration-related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts (if any) in a form approved by Class Counsel and QPSI's Counsel, website postings or language or other communications in a form approved by Class Counsel and QPSI's Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and QPSI's Counsel agree to waive this requirement in writing on a case by case basis;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and QPSI's Counsel copies thereof. If the

Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and QPSI' Counsel;

(c) Provide weekly reports to Class Counsel and QPSI's Counsel, including without limitation, reports regarding the number of objections and exclusion requests received, the number of claims made, and the number of individuals who are unsuccessfully delivered Notice; and

(d) Make available for inspection by Class Counsel or QPSI's Counsel materials received by the Settlement Administrator from members of the Settlement Class at any time upon reasonable notice.

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

5.3. QPSI, the Released Parties, and QPSI's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

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

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

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Section 9 below, in the event that the Court makes any material modification to the terms of the Settlement, including, but not limited to any modification which operates to change the scope of the Settlement Class or to require QPSI to pay any amounts in excess of the Settlement Fund (and with the exception of any modification to the terms, timing or proposed amount of any Fee Award or Incentive Award), at the sole discretion of the adversely affected party, the terms contained in this Agreement and the Class Action Settlement Term Sheet, and any other settlement documents may be terminated. The Party or Parties with the right to terminate this Agreement may do so by providing written notice of the election to do so

(“Termination Notice”) to all other Parties hereto within ten (10) days of any event triggering the right to terminate (as described above), including: (i) the Court’s refusal to 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 vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States; or (v) the date upon which an Alternate Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States.

6.2 If prior to the Final Approval Hearing, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and such Persons in the aggregate constitute more than five percent (5%) of the Settlement Class, QPSI shall have, in its sole and absolute discretion, the option to terminate this Settlement by giving notice as set forth in paragraph 6.1.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within 60 days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; conditional certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the notice for dissemination substantially in the form of Exhibits B & C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the

Settlement Agreement and its implementing documents (including all exhibits) so long as it are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of QPSI.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

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

(b) approve this Settlement Agreement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate this Agreement according to its terms and provisions; and declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties;

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

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

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

(f) incorporate the Release 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 from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

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

(i) close the Action; and

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

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

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

8.1 QPSI agrees that Class Counsel may apply for and receive from the Settlement Fund, subject to Court approval, attorneys' fees not to exceed 40% of the Settlement Fund (\$105,070.00), plus reimbursement of reasonable costs and expenses. Any fees or costs not awarded are to be added *pro rata* to the Settlement Payments distributed to Settlement Class Members. Class Counsel will petition the Court for an award of such attorneys' fees, costs, and expenses, and QPSI agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for attorneys' fees, costs, and expenses. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys' fees, plus reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

8.2 The Fee Award shall be payable by the Settlement Administrator pursuant to the terms herein via wire transfer to W Beaumont LLC.

8.3 Notwithstanding any contrary provision of this Agreement, the Court's consideration of any Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement, and any award made by

the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

8.4 QPSI agrees not to object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representative in the amount of up to ten thousand dollars (\$10,000.00). Class Counsel, in turn, agrees to seek no more than this amount from the Court as the Incentive Award to the Class Representative. Such Incentive Award shall be paid pursuant to the terms herein. Any modification to the terms or timing or reduction of the proposed Incentive Award amount shall in no way impact the validity of the settlement of this Action.

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

9.1 If 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 Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defense Counsel mutually agree in writing to proceed with this 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 Agreement on notice to all of the settling parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award and/or expenses and/or the Incentive Award set forth in Section 8 above shall not be grounds for termination.

9.2 If this Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement and the Class Action Settlement Term Sheet entered into between QPSI and the Class Representative shall be cancelled, null, and void. In such event, any Final Judgment or other order

entered by the Court in accordance with the terms of this 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 Agreement and the Class Action Settlement Term Sheet had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and QPSI's Counsel agree to cooperate with one another in seeking Court approval of this Settlement Agreement, entry of the Preliminary Approval Order, 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 this Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Releasing Parties against each or any of the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by QPSI, or each or any of them, in bad faith or without a reasonable basis.

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

10.4 Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement, the Class Action Settlement Term Sheet, or any other

settlement document, nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. QPSI, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in QPSI's best interests. Any public statements made by Plaintiff or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

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

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

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

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

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

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a class is appropriate, or that the Settlement Class definition would be appropriate for a class, nor would QPSI be precluded from challenging class certification in further proceedings in the Action or in

any other action if this Settlement Agreement is not finalized or finally approved; (b) if this Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by QPSI in connection with the Settlement may be used by Plaintiff, any Person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

10.6 No Person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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

10.8 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

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

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

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

10.12 This Agreement and its exhibits, set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This 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.

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

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

10.15 Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and

represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

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

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

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

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

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

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

10.22 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Roberto Costales, Beaumont Costales LLC, 107 W. Van Buren, Suite 209, Chicago, Illinois 60605; William J. Gros, O'Hagan Meyer, One E Wacker Drive, Suite 3400, Chicago, Illinois 60601.

IT IS SO AGREED TO BY THE PARTIES:

Dated: Feb 27, 2023, 2023

DAWN CALLENDER

By: 
Dawn Callender (Feb 27, 2023 14:27 CST)

Dated: 3/21, 2023

**QUALITY PACKAGING SPECIALISTS
INTERNATIONAL, LLC**

By: 
CAO

Dated: Feb 27, 2023

Its.

~~**BEAUMONT COSTALES**~~

By: /s/ William H. Beaumont
Roberto Luis Costales
rlc@beaumontcostales.com
William H. Beaumont
whb@beaumontcostales.com
BEAUMONT COSTALES LLC
107 W. Van Buren, Suite 209
Chicago, Illinois 60605
Tel: (773) 831-8000

*Attorneys for Class Representative and the
Settlement Class*

Dated: _____, 2023

~~**O'HAGAN MEYER**~~

By: s/William J Gros
William J. Gros
wgros@ohaganmeyer.com
O'Hagan Meyer
One E Wacker Drive, Suite 3400
Chicago, Illinois 60601
*Attorneys for Quality Packaging
Specialists International, LLC*

EXHIBIT A

CLAIM FORM

QPSI BIPA SETTLEMENT CLAIM FORM

Please carefully read the Notice, which is included with this Claim Form. If you wish to receive a settlement payment, you **must** take all of the following steps: (1) complete all sections of this Claim Form; (2) sign and date this Claim Form below; (3) submit this Claim Form to the Settlement Administrator: THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIMS DEADLINE]. YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND/OR BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Name (First Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone #: (____) _____ - _____ (You may be contacted if further information is required.)

By signing below, you affirm that you are a member of the Settlement Class, and that, under penalty of perjury, all information you provided in this Claim Form is true and correct to the best of your knowledge.

Signature: _____ Date: ____/____/____

The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for your Settlement Payment. This process takes time. Please be patient.

visit [www.QPSIbipasettlement.com] or call [toll free number]

EXHIBIT B

POSTCARD NOTICE

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS
INDICATE YOU ARE OR
HAVE BEEN EMPLOYED
BY QPSI IN THE STATE
OF ILLINOIS. YOU MAY
BE ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.**

QPSI BIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»
«C/O»
«Addr1» «Addr2»
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

QPSI BIPA SETTLEMENT CLAIM FORM

Please carefully read the Notice, which is included with this Claim Form. If you wish to receive a settlement payment, you **must** take all of the following steps: (1) complete all sections of this Claim Form; (2) sign and date this Claim Form below; (3) submit this Claim Form to the Settlement Administrator: THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIMS DEADLINE]. YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND/OR BENEFITS FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Name (First Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

By signing below, you affirm that you are a member of the Settlement Class, and that, under penalty of perjury, all information you provided in this Claim Form is true and correct to the best of your knowledge.

Signature: _____ Date: ____/____/____

The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for your Settlement Payment. This process takes time. Please be patient.

visit [www.QPSIbipasettlement.com] or call [toll free number]

A court authorized this notice. This is not a solicitation from a lawyer.

This Notice contains information about a proposed class action settlement with Quality Packaging Specialists International, LLC (“QPSI” or “Defendant”). Your rights may be affected whether you act or don’t act. This Notice is being sent to inform you that a settlement has been reached in the lawsuit *Dawn Callender v. Quality Packaging Specialists International, LLC*, 2021L 000457, which is pending in the Circuit Court of Madison County, Illinois. This class settlement has been preliminarily approved. The Settlement Class is defined as All individuals who worked or are working for QPSI and who scanned their finger in QPSI’s timekeeping system in Illinois between April 15, 2016 to April 21, 2021 without first providing written consent. Defendant denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial.

Why am I receiving this Notice? You have received this notice because records show you scanned your finger in QPSI’s timekeeping system in Illinois between April 15, 2016 to April 21, 2021 without first executing a written consent. If you did, you are a member of the Settlement Class Member and you are entitled to receive Settlement benefits if you submit a valid Claim Form to the Settlement Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

What Can I Get? If approved by the Court, a Settlement Fund in the total amount of \$262,675.00 will be established to pay all claims to the Settlement Class. Every person who submits a valid Claim Form will be entitled to approximately **\$520.00** per class member after the deduction of attorneys’ fees, costs, and Plaintiff’s incentive award.

How Do I Get a Payment? You must submit the Claim Form attached to this Notice, postmarked **no later than [claims deadline]**.

You do not need to go to Court to receive a payment.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator postmarked no later than **[objection/exclusion deadline]**. You may also object to the Settlement. To object, your written objection must be filed and served no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[www.QPSIbipasettlement.com]**. If you do nothing, and the Court approves the Settlement, even if you do not file a claim, you will be considered a member of the Settlement Class and you will be bound by all of the Court’s orders and judgments, and your Released Claims against the Released Parties (as described in the Settlement Agreement) will be released.

Who Represents Me? The Court has appointed Beaumont Costales, LLC as Class Counsel to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **____.m. on [date]** at the Madison County Courthouse, 155 North Main Street, Edwardsville, IL 62025. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative up to \$10,000.00 for her services in helping to bring and settle this case. Class Counsel will seek no more than 40% of the Settlement Fund, plus reimbursement of reasonable costs and expenses, but the Court may award less than this amount.

How Do I Get More Information? This is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement, go to **www.QPSIbipasettlement.com**, contact the Settlement Administrator at **1-____-____** or write to: QPSI BIPA Settlement Administrator, **[address]**. *Please do not contact or telephone the Court, Defendant, or Defendant’s attorneys to inquire about the Settlement or the claims process.*

EXHIBIT C

WEBSITE NOTICE

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU SCANNED YOUR FINGER IN QPSI'S TIMEKEEPING SYSTEM IN ILLINOIS BETWEEN APRIL 15, 2016 TO APRIL 21, 2021 WITHOUT FIRST EXECUTING A WRITTEN CONSENT, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This Notice contains information about a proposed class action settlement with Quality Packaging Specialists International, LLC ("QPSI" or "Defendant"). A proposed class action settlement has been reached in the case of *Dawn Callender v. Quality Packaging Specialists International, LLC*, Case No. 2021L 000457, pending in the Circuit Court of Madison County, Illinois. On [date of the Preliminary Approval Order], the Court preliminarily approved the settlement and, by agreement of the parties, certified this lawsuit to proceed as a class action for settlement purposes only. If, between April 15, 2016 to April 21, 2021, you used a hand or finger or biometric identifier or biometric information at Defendant's facilities within Illinois and did not provide written consent in advance, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion. If you are a member of the Settlement Class, then you are entitled to compensation under the terms of the proposed Settlement.

This notice is to advise you of the terms of the proposed Settlement, and your rights in connection with it. This Notice contains only a summary of the Settlement Agreement. Your legal rights are affected whether you act or don't act. **Read this notice carefully.**

The proposed settlement is not an admission of wrongdoing by Defendant, and Defendant denies that it violated the Illinois Biometric Information Privacy Act or any other law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and distraction of litigation, the parties have agreed to settle the lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	Member of the Settlement Class can choose to submit a claim to receive a Settlement Payment. This is the only way to receive a payment.
ASK TO BE EXCLUDED FROM THE CLASS BY [DATE]	If you choose to exclude yourself (opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Defendant regarding the allegations in this case ever again.
OBJECT BY [DATE]	If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court, and send a copy of your objection to the attorneys for all Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, you must also appear at the

	Final Approval Hearing, in-person or through counsel, to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate.
DO NOTHING	You will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment of dismissal, and release claims against Defendant and Released Parties relating to the claims in this case.

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

BASIC INFORMATION

1. Why was this Notice issued?

You received postcard notice of this Settlement because records show that, between April 15, 2016 to April 21, 2021, you may have used a hand or finger or biometric identifier or biometric information at Defendant's facilities within Illinois and did not provide written consent in advance. If you did, you are a member of the Settlement Class and you are entitled to receive Settlement benefits if you submit an Approved Claim to the Settlement Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Dawn Callender) sue on behalf of a group or a "class" of people who have similar claims. In a class action, one court resolves the issues for all class members, except for those who exclude themselves from the Class. The parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action for settlement purposes only.

3. What is this lawsuit about?

The lawsuit alleges that the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, and/or disclosing biometric identifiers and/or biometric information, alleged to include finger scans, of an individual without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated the BIPA as described above.

Defendant denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action, except for settlement purposes only and only if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

The Parties (Plaintiff and Defendant) and Class Counsel (identified below) are not aware that any biometric identifiers or information have been compromised, breached, or hacked. Defendant has denied and continues to deny wrongdoing or liability under the statute for the allegations in the lawsuit and has denied that any data collected by its timekeeping system has been compromised, breached, or hacked.

4. Why is there a Settlement?

To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to a Settlement. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The issuance of this Notice is not an expression of the Court’s opinion on the merit or the lack of merit of the Representative Plaintiff’s claims or the defenses in the lawsuit. Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity submit a Claim Form, object, or to exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The following **Settlement Class** has been conditionally certified by the Court for settlement purposes only:

All individuals who, during the Class Period, used a hand or finger or biometric identifier or biometric information at any of Defendant’s Illinois facilities and who did not provide written consent in advance. The “Class Period” is defined as April 15, 2016 to April 21, 2021.

You will be considered a member of the Settlement Class unless you timely file a valid Opt-Out. **To receive any compensation, you must submit a valid Claim Form.**

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has agreed to create a total Settlement Fund of \$262,675.00. If the Settlement is approved, each Settlement Class Member who submits an Approved Claim will be entitled to a cash payment from the Settlement Fund as more fully described in the Settlement Agreement. For those Settlement Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, including the costs of the other expenses to be paid from the Settlement Fund.

The Settlement Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay settlement distributions directly to each eligible Class Member who timely returns a completed valid Claim Form and who does not actively remove himself or herself from the Class and who otherwise qualifies for a payment of approximately \$550.00 per class member after the deduction of attorneys' fees, costs, and Plaintiff's incentive award.

A copy of the Settlement Agreement can be found at the following:
[www.QPSIbipasettlement.com]

7. How can I get a payment from the Settlement?

If you are a member of the Settlement Class, you must submit a timely and properly completed Claim Form postmarked **no later than [claims deadline]** to receive a Settlement Payment. If you are a member of the Settlement Class, you should have received a Claim Form in the mail as a postcard. If you did not receive a Claim Form in the mail and you believe you are a member of the Settlement Class, you can request a paper copy of the Claim Form to be sent to you, call toll free, **1-800-000-0000**.

8. When will I get my payment?

The Final Approval Hearing is scheduled for **[Final Approval Hearing Date]**. The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid, if eligible, within 10 calendar days after the Effective Date of the Settlement. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

All checks will expire and become void 90 days after they are issued.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If the Court approves the proposed Settlement and the Settlement becomes final, the Court will enter a judgment that will dismiss the Action with prejudice on the merits as to all members of the Settlement Class who do not exclude themselves by timely submitting a valid Opt-Out. This means that members of the Settlement Class who do not exclude themselves will be barred from bringing their own lawsuits for recovery against Defendant and Released Parties based on, related to the Released Claims. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the website identified above. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully.

10. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment of dismissal, and release claims against Defendant and Released Parties relating to the claims in this case.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Beaumont Costales, LLC to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than 40% of the Settlement Fund, plus reimbursement of reasonable costs and expenses, though the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representative will seek to be paid up to \$10,000.00 from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from of the Settlement?

If you do not want to be legally bound by the Settlement, you must exclude yourself by mailing your written request for exclusion to the Settlement Administrator, Simpluris, at the address listed below, postmarked on or before the deadline. Your written request for exclusion must be signed and identify the name of the case and case number, *Callender v. Quality Packaging Specialists International, LLC*, Case No. 20L1010, include your full name, current address, telephone number, and a statement that you wish to be excluded from the Settlement. If you exclude yourself, you will not receive any benefits from this Settlement, but you will not release any claims you may have against Defendant.

You must mail or deliver your exclusion request postmarked no later than **objection/exclusion deadline** to:

QPSI BIPA Settlement
0000 Street
City, ST 00000

14. If I don't exclude myself, can I sue QPSI for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and the Released Parties for the Released Claims.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not any benefits from the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement. If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court of the Circuit Court of Madison County, Illinois, 155 North Main Street, Edwardsville, IL 62025. Any objection to the proposed Settlement must include: (i) the Settlement Class Member's full name, address, and current telephone number; (ii) the case name and number of the state court action; (iii) the date range during which the Settlement Class Member was employed by Defendant; (iv) information or documents sufficient to allow the Parties to confirm that the objector is a Settlement Class Member; (v) all grounds for the objection, with specific factual and legal support for the stated objection, including any supporting materials; (vi) if applicable, the identification of any other objections the Settlement Class Member has filed, or has had filed on their behalf, in any other class action cases in the last four years; (viii) a list of all exhibits and witnesses the objector may introduce into evidence or call to testify at the Final Approval Hearing; and (ix) the objector's signature. If you hire an attorney in connection with

making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of [objection deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

You must also mail or deliver a copy of your objection to Class Counsel and Defendant's Counsel listed below postmarked no later than [objection deadline].

Court	Class Counsel	Defendant's Counsel
Circuit Court of Madison County 155 North Main Street, Edwardsville, IL 62025	Roberto Costales Beaumont Costales LLC 107 W. Van Buren Suite 209 Chicago, Illinois 60605	Jamie Filipovic William J. Gros O'Hagan Meyer One E Wacker Drive, Suite 3400 Chicago, Illinois 60601

Any Settlement Class Member objector who has filed and served a timely written objection in accordance with this Section must also appear at the Final Approval Hearing either in person or through counsel hired by the objector. No objector may appear at the Final Approval Hearing unless he/she/they has filed a timely objection that complies with the procedures provided in this Section.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold the Final Approval Hearing at **TIME** on **DATE** at the Madison County Courthouse, 155 North Main Street, Edwardsville, IL 62025. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an Incentive Award to the Class Representative. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

You are **not** obligated to attend this hearing unless you object to the Settlement. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense.

The hearing may be postponed to a different date or time without notice.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not

be paid at this time and Settlement Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiff and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

GETTING MORE INFORMATION

21. How do I update my Address?

You can notify the Settlement Administrator of any changes in your mailing address so that your Settlement Payment will be sent to the correct address. To update your address, contact [\[settlement administrator\]](#) as listed below.

22. Where do I get more information?

This Notice only summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [\[www.QPSIbipasettlement.com\]](http://www.QPSIbipasettlement.com). You may also write with questions to [QPSI BIPA Settlement, P.O. Box 0000, City, ST 00000](#). You can call the Settlement Administrator at [1-800-000-0000](tel:1-800-000-0000) or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

Please do not contact the Court Clerk, the Judge, Defendant's Counsel, or Defendant; they are not in a position to give you any advice about the Settlement.

EXHIBIT D
SETTLEMENT CLASS LIST

First Name	Last Name
Eric	Ordoukhanian
Lesly	Meija
Angela	Villafranca Lainez
Faith	Walton
Jordan	Daniels
Ana	DelRio
Martha	DelRio
Damian	Evans
Austin	Gleason
Jason	Wanick
Gerald	Jacobs
Robert	Kelley
Analia	Osorio
Claudia	Pena
LaKena	Neil
Jorge	Ayala Torres
Michael	Eldridge
Alicia	Lopez
Percy	Wilkinson IV
Michael	Gatlin
David	Monson II
Donna	Van Esler
Cordia	Young-Brown
Craig	Miller
Willie	Bunton II
Steven	Crummitt
Lamahn	Shannon
Jayme	Minton
Michaeljay	Doolittle
Justin	Caldwell
Chastity	Logue
Troy	Cooper
Jennifer	Hopkins
Charles	Martin
Daniel	Meyer
David	Shea
Zachary	Cody
Reid	Jones
Matthew	Lackey
John	Nash
Angelica	Rangel
Abigail	Smith
Gabriel	Ojeda
Alisa	Perroni
Debra	Sucic
Sandra	Bonilla

Rocio	Briagas
Justice	Bell
Tamara	Conner
Artrelle	Fowler
Demetrius	McCulloch
Byron	Davis
Johnathan	Hitch
Aaron	Carpenter
Petra	Casarez
Nathaniel	Clower
Chloe	Paul
Luis	Alvarez
Demetrius	Hobson
Ted	Johnson
Malik	Smallwood
Gabriella	Munoz
Rachel	Crawford
Rita	Magana
Rosalva	Perez
Adriana	Vargas Rosales
Carissa	Williams
Sara	Osorio
Jessica	Rodgers
Miranda	Baker
Katina	Moore
Arlics	Ramirez
Perla	Ramirez
Ana	Rodriguez
William	Werner
Victoria	Chancellor
Thomas	Flynn
George	Addison
Ashly	Garcia
Rebecca	Frizzell
Christina	Johnson
Brett	Scheiter
Charles	Williams
Christopher	Oatsvall
Julie	Hicks
Deundrea	Johnson
Jonathan	Fluck
Brooke	Hayes
Johnathon	Montgomery
Shannon	Musgraves
Zachary	Downs
Shyann	Jarvis
Lamond	Terrell

Bernard	Head
William	Olive
Lacey	Take
Dawn	Callender
Marlon	Samuels
Amy	Yinger
Travis	Keeton
James	Egly
Shaniqua	Beckley
Michael	Lawson
Alfredo	Biay
Wilbert	Brown
Laura	Caulk
Samuel	Regna
Brian	Sanders
Peggy	Stackhouse
Marsha	Stagner
Cynthia	Triplett
Christy	Haury
Lauren	Chapman
Russell	Morrow
Lashaunda	Taylor
Jammie	Thomas
Lakeisha	Montgomery
Trevaughn	Cox
Rebecca	Bellemey
Billy	Webster
Christina	Rivelli
Guy	Boykins
Naeclesa	Robinson
Stacey	Rogers
Coty	Abbott
Kelvis	Kidd
Sherry	Johnson
Paul	Anderson
Brittany	Terrell
Terry	Samuels
Emily	Ramirez
Tammy	Smith
Melinda	Johnson
Katrina	Weldon
Terry	Randall
Reiley	Billings
Charles	Tucker
Robert	Wawrzyniak
Antwon	Kemp
Jeff	Hastings

Cora	Rogers
Kelsey	Hintz
John	Hobson
David	Smith
Jaime	Ditterline
Lewis	Perry
Edward	Smith
Monecia	Howard
Jermond	Owens
Andre	Warren
Daniel	Scoggins
Kenyon	Fifer
Mark	Howliet
Diana	Turner
April	McCray
Dora	Schooler
Ronnie	Jackson
Jermon	Chillers
Elizabeth	Cowan
Todd	Saurwein
Nakia	Logan
Unay	Brown
Perry	Hensley
Stephanie	McKinzie
DaBriyon	Edwards
James	Blue
Paul	Wood
Darnell	Yarbrough
Lamar	Terrell
Drew	Cook
Wallace	Miller
Calandra	Giles
Jon	Hogue
Nicholas	Morales
Mohammad	Abukamal
Richard	Saxon
Matthew	Mifflin
Torian	Warren
Jeffrey	Teetor
Dumaka	Turner
DeAmber	Sanford
Justin	Stipes
Kristin	Welch
James	Donley
Michael	Powell
Ashley	McCoy
Corey	Geisen

John	Hand
Denna	Maldonado
Coleton	Powell
Heaven	Racadio
Tawni	Martin
Michael	Jones
Jennifer	McCray
Ebony	Bell
Mary	Bonneville
Matthew	Lang
Rebecca	Childers
Michael	Kagy
Anthony	Raymond
Delon	Johnson
Rosa	Martinez
Sandra	Robles
Randy	Gardner
Brenda	Cross
Darvon	Stacker
Vida	Roberts
Linda	Pope
Ricardo	Long
Amber	Wolf
Candy	Woodruff
Ronald	Brown
Carey	Enlow
Elizabeth	Smith
Helen	Ewing
Dionne	Burns
Mary	Mundel
Tommy	Welch
Michelle	Lovett-Griffin
Clint	Tucker
Angela	Smith
Tara	Edwards
Charles	Johnson
Brenda	Garcia
Tenisha	Leflore
Melissa	Millsap
Julian	Leyva
Christopher	Prather
Irvin	Strong
Paul	Chandler
William	Gosilik
Don	Hopkins
Rafael	Murillo
Marinetta	Painter

Martina	Romo De Romo
Sherry	Wiggins
Cynthia	Womack
Natalie	Hoernig
Grayland	Summers
James	Vidmar
Jeffery	Reed
Rhonda	Alexander
Lance	Jackson
Nicholas	Beaty
Raquel	Clayton
Derick	Hendricks
Melvin	Perkins
Loretta	Sunderland
Gladys	Munive
Salustia	Cortez
Yolanda	Dixon
Mark	Goossens
Torniece	Purnell
Shirley	Thompson
Shaqueta	Thigpen
Heather	Creek
Adrian	Lebeouf
Wanda	Loew
Scott	Woll
Inocencia	Smith
Kathy	Osorio
Timothy	Smith
Paula	Terrell
Tammera	Powell
Amy	Zinicola
Christopher	Zinicola