

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement,” “Settlement” or “Settlement Agreement”) is entered into by and between PeopleNet Corporation (“Defendant”) and Sharena King (“Plaintiff”) both individually and on behalf of the Settlement Class, in the case *King v. PeopleNet Corporation*, Case No. 2021-CH-01602, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division (the “Litigation”). Defendant and Plaintiff are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On April 2, 2021, Plaintiff initiated this action against Defendant in the Circuit Court of Cook County, Illinois, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”). The case was assigned to Hon. David B. Atkins.
2. On May 21, 2021, Defendant removed the case under the Class Action Fairness Act to the U.S. District Court for the Northern District of Illinois, where the case was assigned to Hon. Manish S. Shah.
3. Thereafter, Defendant moved to dismiss Plaintiff’s Complaint for lack of personal jurisdiction and for failure to state a claim. Plaintiff moved to remand her claims under 740 ILCS 14/15(a) and 740 ILCS 14/15(c) to the Circuit Court of Cook County. On October 28, 2021, Judge Shah denied Defendant’s motion to dismiss in its entirety, granted Plaintiff’s motion to remand, and severed and remanded Plaintiff’s Section 15(a) and 15(c) claims to the Circuit Court of Cook County.
4. Defendant filed its Answer in federal court on November 18, 2021.
5. On November 30, 2021, Judge Shah entered an Order directing the Parties to proceed with both merits and class fact discovery simultaneously. The Parties exchanged initial disclosures in the federal action on December 16, 2021. The same day, Defendant filed motions to stay both the federal and state court actions, requesting that Judge Shah stay Plaintiff’s federal Section 15(b) claim pending the Illinois Supreme Court’s resolution of *McDonald v. Symphony Bronzeville Park, LLC* and the Seventh Circuit’s resolution of *Cothron v. White Castle Systems, Inc.*, and requesting that Judge Atkins stay Plaintiff’s Section 15(a) and (c) claims in state court pending *McDonald*.
6. On January 14, 2022, Judge Atkins granted Defendant’s motion to stay in state court. On January 21, 2022, Judge Shah held a hearing and granted Defendant’s federal motion in part, staying all class discovery pending the Seventh Circuit’s decision in *Cothron*, but permitting individual merits discovery to proceed.
7. After the Illinois Supreme Court issued its *McDonald* decision on February 3, 2022, Plaintiff moved to lift the stay in state court. On March 28, 2022, Plaintiff filed an

unopposed motion for leave to file an amended complaint in federal court. Plaintiff's motion was granted, and she filed a First Amended Complaint on March 31, 2022. On May 5, 2022, Plaintiff moved to lift the stay of class discovery in federal court.

8. The Parties thereafter agreed to attempt to resolve the Litigation through mediation. On August 10, 2022, the Parties participated in a full-day mediation overseen by the Honorable Mary Anne Mason (Ret.) of JAMS in Chicago, Illinois. No resolution was reached.
9. With the assistance of Judge Mason, the Parties continued to negotiate over the following weeks and reached a settlement in principle on September 15, 2022.
10. This Settlement represents the Parties' agreement to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Defendant and any Released Parties, as that term is defined herein.
11. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time and expense.
12. Defendant denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Litigation or may in the future assert. Despite Defendant's belief that it is not liable for, and has strong defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.
13. Following arm's-length negotiations, including mediation before an experienced mediator, the Parties now seek to enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and

the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

14. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.
15. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, without costs as to the Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

16. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator (as defined below), including but not limited to costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.
17. "Approved Claims" shall mean complete, valid, and timely claims submitted by Settlement Class Members that have been approved for payment by the Settlement Administrator.
18. "Claim Form" shall mean the form that Settlement Class Members may submit to the Settlement Administrator to make a claim for compensation under this Settlement. The Claim Form shall be substantially in the form attached hereto as Exhibit A.
19. "Claims Deadline" shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely, and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as the Notice and the Claim Form.
20. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" shall mean each member of the settlement class, as defined in Section III, Paragraph 49 of this Agreement, who does not timely elect to be excluded from the Settlement Class.

21. “Class Counsel” shall mean Evan M. Meyers, Timothy P. Kingsbury, Brendan Duffner and Chandne Jawanda of McGuire Law, P.C.
22. “Counsel” or “Counsel for the Parties” shall mean both Class Counsel and Defendant’s Counsel, collectively.
23. “Court” shall mean the Circuit Court of Cook County, Illinois, and the Honorable David B. Atkins, or any subsequent judge assigned to preside and have jurisdiction over the pending Litigation.
24. “Defendant” shall mean PeopleNet Corporation.
25. “Defendant’s Counsel” shall mean Elizabeth B. Herrington, Gregory T. Fouts, Alborz Hassani, and Staci Holthus of Morgan, Lewis & Bockius LLP.
26. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
27. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees, costs, and expenses, as well as a Service Award for the Class Representative.
28. “Fee Award” shall mean the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel.
29. “Final” shall mean the later of (i) if there are no objections filed or submitted, the date of entry of the Final Approval Order; (ii) if there are one or more objections, the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to any Fee Award, 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 petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.
30. “Final Approval Hearing” shall mean the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representative.
31. “Final Approval Order” shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiff's claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties;
 - v. Reserves jurisdiction over the Settlement and this Agreement; and
 - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
32. "Litigation" shall mean the action pending in the Circuit Court of Cook County, Illinois, Chancery Division, Case No. 2021-CH-01602, as well as the case previously pending in the U.S. District Court for the Northern District of Illinois, Case No. 21-cv-02774.
33. "Notice" shall mean the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and in Exhibits C and D and is consistent with the requirements of Due Process.
34. "Notice Date" shall mean the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than sixty (60) days after entry of Preliminary Approval.
35. "Objection/Exclusion Deadline" shall mean the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately forty-two (42) days after the Notice Date, or such other date as ordered by the Court.
36. "Parties" shall mean Plaintiff and Defendant, collectively.
37. "PeopleNet" or "PeopleNet Corporation" shall mean PeopleNet Corporation and each of its respective past and present parents, predecessors, successors, affiliates, holding companies, corporations, companies, investors, subsidiaries, partners, brands, insurers, attorneys, employees, agents, assigns, shareholders, board members, venturers, directors, officers, and contractors.

38. “Plaintiff” or “Class Representative” shall mean the named class representative, Sharena King.
39. “Preliminary Approval” shall mean the date of entry of the Preliminary Approval Order.
40. “Preliminary Approval Order” shall mean the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
41. “Released Claims” shall mean any and all claims against the Released Parties (as defined herein) arising out of, or related to the alleged possession, collection, capture, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, processing and/or protection from disclosure of alleged biometric information or biometric identifiers, including, but not limited to, claims brought, that could have been brought or that could be brought in the Litigation arising out of the Illinois Biometric Information Privacy Act, 740 ILCS 14/10, *et seq.* or any other similar federal, state, or local statute, regulation, or common law.
42. “Released Parties” shall refer, jointly and severally, and individually and collectively, to PeopleNet Corporation and/or any or all of each of its past and present, parents (including, but not limited to, Bullhorn, Inc.), predecessors, successors, affiliates, holding companies, brands, and subsidiaries, and their respective managers, employees, divisions, benefit plans, trustees, associates, corporations, companies, officers, directors, stockholders, partners, members, owners, joint venturers, contractors, heirs, executors, predecessors, successors, assigns, insurers, agents, and attorneys or their affiliates. “Released Parties” shall not include any third-party entity, other than PeopleNet Corporation and/or any or all of each of its past and present, parents (including, but not limited to, Bullhorn, Inc.), predecessors, successors, affiliates, holding companies, brands, subsidiaries, and related entities, that manufactured, sold, leased, licensed, or otherwise provided PeopleNet Corporation with any biometric technology, or any portion thereof (whether software or hardware). “Released Parties” shall not include PeopleNet Corporation’s clients, even if such client would fall within the definition of “Released Parties” above; this exclusion includes, but is not limited to, all Illinois employers or other entities to whom PeopleNet Corporation leased, sold, or otherwise provided timeclocks, and any service related to such timeclocks.
43. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members identified on the Class List, and to each of their predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives and assigns, and anyone claiming by, through, or on behalf of them.

44. “Settlement Administrator” shall mean, subject to Court approval, Epiq Class Actions & Claims Solutions, the entity mutually selected and supervised by the Parties to administer the settlement.
45. “Settlement Fund” means or refers to the settlement fund to be established by Defendant in the amount of \$4,750,000.00 (four million seven hundred fifty thousand dollars). All payments from the Settlement Fund are subject to the terms and conditions set forth herein.
46. “Settlement Website” shall mean a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibits C and D (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. A phone number for the Settlement Administrator shall be provided. The URL of the Settlement Website shall be www.PeopleNetBIPASettlement.com, or such other URL that the Parties may agree to and that is approved by the Court. Settlement Class Members shall be able to submit Claim Forms via the Settlement Website.

III. SETTLEMENT CLASS CERTIFICATION

47. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph 49 below; (2) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (3) Plaintiff’s Counsel shall be appointed as Class Counsel.
48. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into, and the Settlement Fund, less any Administrative Expenses paid to date, shall be returned to Defendant. In the event that Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.
49. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

“All persons whose finger, hand, facial or other biometric data was obtained and stored by PeopleNet Corporation for timekeeping purposes within the state of Illinois between April 2, 2016 and Preliminary Approval.”

50. Excluded from the Settlement Class are all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.
51. If for any reason the Settlement is not approved, the Court does not enter a Preliminary Approval Order and/or a Final Approval Order, or final settlement and resolution of this Litigation as provided for in this Agreement is not reached, Defendant's agreement to certification of the Settlement Class shall not be used or cited for any purpose in the Litigation or otherwise, including but not limited to in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT OF THE LITIGATION

52. Final Approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiff and the Settlement Class, the Litigation, and the Released Claims, and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Released Parties by the Releasing Parties in the Litigation, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

V. SETTLEMENT FUND

53. Establishment of Settlement Fund

- a. Defendant agrees to establish a Settlement Fund in the amount of \$4,750,000.00 (four million seven hundred fifty thousand dollars), which will fully resolve this action on a class-wide basis. In the event that the number of class members identified on the Class List increases by more than 500 people from the declared class size of 25,186 people, the Settlement Fund will increase by \$188.59 per person. The Settlement Fund will pay for all fees and costs of administration of the settlement, including claims, notice and other administration costs, a Service Award to Plaintiff, and Plaintiff's attorneys' fees and expenses. Each Class Member who submits a timely and valid claim form shall be paid a *pro rata* distribution so that each claimant receives the same amount after payment of Administrative Expenses and any Fee Award and Service Award awarded by the Court. In no event will any portion of the \$4,750,000.00 Settlement Fund revert to or remain with Defendant.
- b. Within thirty (30) business days after the last of the following to occur: (1) the Settlement becoming Final; and (2) receipt by Defendant's counsel of complete payment instructions, including a completed W-9 form, Defendant shall fund

the Settlement Fund in the amount of \$4,750,000.00 (four million seven hundred fifty thousand dollars), subject to any increase required by Paragraph 53(a) above. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

- c. All funds provided to the Settlement Administrator by Defendant under this Agreement shall be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.
- d. If the Settlement Agreement is not finally approved for any reason, the Settlement Fund belongs to Defendant, less any Administrative Expenses paid to date. Plaintiff shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- e. The Settlement Fund shall be used to pay (i) Approved Claims, (ii) a Service Award to the Class Representative, (iii) the Fee Award; and (iv) costs of administration of the Agreement to the Settlement Administrator, including without limitation payment of Administrative Expenses.
- f. The amount of any uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court.
- g. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Agreement and final. Defendant shall have no obligation to make further payments to the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
- h. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the terms and amount of the Settlement Fund.

54. To file a claim for relief under the Settlement, Settlement Class Members must timely submit a valid Claim Form. Settlement Class Members who timely submit a valid Claim Form and have an Approved Claim shall be entitled to payment from the Settlement Fund. Each Settlement Class Member who timely submits a valid Claim Form and has an Approved Claim shall receive the same amount of the Settlement Fund as each other Settlement Class member who timely submits a valid Claim Form and has an Approved Claim.
55. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Settlement Class Members required pursuant to any federal, state, or local tax law or regulation hereunder. To the extent necessary, the Settlement Administrator shall also be responsible for filing and sending Form 1099 to any applicable recipient of money from the Settlement Fund.
56. Plaintiff and all other Settlement Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement. No opinion or advice concerning the tax consequences of the Settlement to Plaintiff or any other Settlement Class Member is being given or will be given by the Counsel for the Parties. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each Settlement Class Member.

VI. SUBMISSION AND EVALUATION OF CLAIMS

57. All claims must be submitted on a Claim Form. The Claim Form will require each Settlement Class Member to provide their full name, mailing address, contact telephone number, contact email address, and employer where they used a timeclock provided by Defendant; an affirmation that they scanned their finger, hand, or face using Defendant's technology within the state of Illinois during the relevant time period; and a signature.
58. The Claim Form must be submitted (either electronically submitted or else postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as Exhibit A.
59. Completed Claim Forms shall be submitted directly to the Settlement Administrator electronically via the Settlement Website, via electronic mail, or via U.S. Mail, for processing, assessment, and payment.
60. Any Claim Form that lacks the requisite information will be deemed to be incomplete and ineligible for payment. For any partially-completed Claim Forms, the Settlement Administrator shall attempt to contact the Settlement Class Member who submitted the Claim Form at least one time by regular U.S. mail (i) to inform the Settlement Class Member of any error(s) and/or omission(s) in the Claim Form, and (ii) to give the Settlement Class Member one opportunity to cure any errors

and/or omissions in the Claim Form. The Settlement Class Member shall have until the Claims Deadline, or fourteen (14) days after the Settlement Administrator sends the regular mail notice to the Settlement Class Member regarding the deficiencies in the Claim Form, whichever is later, to cure the error(s) and/or omission(s) in the Claim Form.

61. A Settlement Class Member is not entitled to any compensation from the Settlement Fund if they submit a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any error(s) and/or omission(s), as provided in Paragraph 60, or contains false information.
62. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted, and may, upon its discretion, request additional information prior to initially rejecting or accepting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud, and shall deny Claim Forms which are incomplete and/or where there is evidence of abuse and/or fraud.
63. Within fourteen (14) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims (“Initially Approved Claims List”), and upon request from counsel for either Party shall include an electronic PDF copy of all such initially approved Claim Forms. Within fourteen (14) days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”), and upon request from counsel for either Party shall include an electronic PDF copy of all such initially rejected Claim Forms.
64. Counsel for the Parties shall have twenty-one (21) days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within twenty-one (21) days after Counsel for the Parties receive the Initially Approved Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
65. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have twenty-one (21) days after the date they receive the Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within twenty-one (21) days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.

66. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. The date all claims are finalized without any further dispute shall be referred to as the "Claims Finalization Date." If neither Class Counsel nor Defendant's Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Defendant's Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.
67. Within seven (7) days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties a spreadsheet setting forth the claim number, claimant name, and claimant address, and totaling the amount to be paid for each claimant, which shall be an equal amount for each approved claim (the "Final Claims List").

VII. TIMING OF PAYMENTS FROM SETTLEMENT FUND

68. On or before twenty-one (21) days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. The Fee Award shall be paid solely from the Settlement Fund via electronic wire transfer to an account designated by Class Counsel.
69. On or before twenty-one (21) days after the Effective Date, the Service Award shall be paid solely from the Settlement Fund by check made payable to Plaintiff written by the Settlement Administrator and mailed to an address specified by Class Counsel in advance thereto.
70. Upon the later of ten (10) business days after the Claims Finalization Date or thirty (30) days after the Effective Date, the Settlement Administrator shall send a check by First Class U.S. Mail to each Settlement Class Member on the Final Claims List. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within five (5) business days of the last of such payment and shall notify the Parties of the date of issuance of the checks.
71. In the event that checks sent to Settlement Class Members are not cashed within one hundred (100) days after their date of issuance, whether because the checks were not received or otherwise, those checks will become null and void. The amount of the uncashed checks after the expiration date will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court. The Court may revise the *cy pres* provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the Court's revision does not

increase the amount that Defendant would otherwise pay under this Settlement Agreement.

VII. PROSPECTIVE RELIEF

72. Without admitting any liability, Defendant represents that it no longer authorizes its clients in Illinois to use biometric functionality in connection with Defendant's timekeeping equipment and agrees that if Defendant authorizes its clients in Illinois to use biometric functionality in connection with Defendant's timekeeping equipment in the future, Defendant will take commercially reasonable steps to ensure that it fully complies with BIPA.

IX. RELEASE

73. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, acquitted, and forever discharged from any and all Released Claims.
74. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.
75. Each Releasing Party waives any and all defenses, rights, entitlements, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.
76. The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault, liability, or wrongdoing by the Released Parties. The Released Parties agree to this settlement to avoid the burden and expense of litigation without in any way acknowledging any fault, liability, or wrongdoing of any kind.
77. This Settlement shall be subject to both a Preliminary Approval Order and Final Approval Order being entered by the Court. As set forth in Section XVI, Defendant shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement Agreement.

X. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

78. Plaintiff, through Class Counsel, will file an unopposed motion for an order conditionally certifying the Settlement Class, substantially in the form attached as Exhibit B, setting a date for the Final Approval Hearing, and approving the Notice and Claim Form for dissemination in accordance with the applicable notice provisions of this Agreement (“the Unopposed Motion for Preliminary Approval”).
79. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the Unopposed Motion for Preliminary Approval.
80. Should the Court decline to preliminarily approve any material aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under the Agreement, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.
81. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately one hundred thirty (130) days after entry of the Preliminary Approval Order and approve the Settlement of the Litigation as set forth herein.
82. At least ten (10) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for: (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment, and file a memorandum in support of the motion for final approval.

XI. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

83. **Class List**
 - a. Defendant, with the assistance of the Settlement Administrator as appropriate, shall create a class list, in electronic form, based on readily available information already within its possession (“Class List”).
 - b. The Class List shall include the names and any relevant personal identifying information, including but not limited to the mailing addresses, telephone numbers, and email addresses, of the Settlement Class Members that is available to Defendant. Defendant shall provide the Class List to the Settlement Administrator and Class Counsel within fourteen (14) days after entry of the Preliminary Approval Order.

84. Type of Notice Required

- a. The Notice, which shall be substantially in the form of Exhibits C and D attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (a) obtain a copy of the Claim Form; (b) protect their rights regarding the Settlement; (c) request exclusion from the Settlement Class and the proposed Settlement, if desired; (d) object to any aspect of the proposed Settlement, if desired; and (e) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as Exhibits C and D hereto.
- c. Individual notice (substantially in the form of Exhibit C) shall be sent via U.S. Mail where the address information can be determined by the Settlement Administrator. Prior to mailing, the Claims Administrator shall perform a reverse lookup using the information provided in the Class List to determine Settlement Class Members' most-current mailing addresses, and mail the Notice using the most current mailing address information. For any Class Member whose Notice is returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly conduct a firm level skip trace and re-send the Notice per the address (if any) determined by the skip trace. For any Class Member whose Notice is returned as undeliverable with a forwarding address, the Settlement Administrator shall promptly re-mail the Notice using the forwarding address.
- d. Notice of the settlement (substantially in the form of Exhibit D) shall be posted to the Settlement Website no later than the Notice Date.
- e. Publication notice shall also be conducted by the Settlement Administrator online by placing targeted advertisements, beginning no later than the Notice Date, on LinkedIn, Facebook, Google, or any other appropriate platform reasonably targeted at members of the Settlement Class, which shall direct them to the Settlement Website. The Parties shall agree to the form and format of the publication notice.

85. Notice Deadline

- a. Within sixty (60) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate, by U.S. Mail, to the Settlement Class Members identified on the Class List for whom an address is known or

readily determinable a copy of the Notice in the form of Exhibit C. For any Settlement Class Member whose notice mailing is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall attempt to determine a valid mailing address. If the Settlement Administrator is able to determine a valid mailing address, the Settlement Administrator shall mail a copy of the Notice in the form of Exhibit C to the Settlement Class Member's valid mailing address.

XI. EXCLUSIONS

86. Exclusion Period

- a. Settlement Class Members will have up to the Objection/Exclusion Deadline to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out, as provided in Paragraph 87, by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for any and all Released Claims.

87. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, and email address; the case name and number of this Litigation, a statement that they wish to be excluded from the Settlement Class; and their signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by the Settlement or any order or judgment of the Litigation; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement Agreement. Any member of the Settlement Class who attempts to both object to and exclude himself or herself from this Settlement Agreement will be

deemed to have excluded themselves and will forfeit the right to object to the Settlement or any of its terms.

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

XIII. OBJECTIONS

- 88. The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of their intention to do so and at the same time: (i) file copies of such papers they propose to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant’s Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.
- 89. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) their full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (v) the objector’s signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

90. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.
91. Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. Any Settlement Class Member who attempts to both object to and exclude himself or herself from the Settlement Agreement will forfeit the right to object to this Settlement Agreement or any of its terms.

XIV. FINAL APPROVAL HEARING

92. The Parties will jointly request that the Court hold a Final Approval Hearing approximately one hundred and thirty (130) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XV. FINAL APPROVAL ORDER

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

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

95. Class Counsel shall use their best efforts and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement, and to obtain dismissal with prejudice of the Litigation.

XVI. TERMINATION OF THE SETTLEMENT

96. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
 - b. The Court refuses to grant Preliminary Approval of this Agreement in any material respect;
 - c. The Court refuses to grant Final Approval of this Agreement in any material respect;
 - d. The Court refuses to enter a Final Judgment in this Litigation in any material respect; or
 - e. The Court's order granting Preliminary or Final Approval is substantially modified or reversed.
97. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation, and the Settlement Fund, less any Administrative Expenses paid to date, shall be returned to Defendant within ten (10) days thereof.

XVII. ATTORNEYS' FEES, COSTS AND EXPENSES AND SERVICE AWARD

98. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expense Application with the Court. Class Counsel have agreed, with no consideration from Defendant, to limit their fee request to no more than forty percent (40%) of the Settlement Fund, plus reasonable costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund and

should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as part of their Approved Claims.

99. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.
100. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for the Class Representative in an amount not to exceed \$10,000.00 (ten thousand dollars).
101. Class Counsel shall provide the Settlement Administrator with its completed IRS Form W-9 before the payment of the Fee Award is due, as well as Plaintiff's completed IRS Form W-9 before the payment of the Service Award is due.
102. In no event will Defendant's liability for attorneys' fees, expenses, and costs, Administration Expenses, and/or a Service Award exceed its funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of the Fee Award, Administrative Expenses, the Service Award, or any other costs, fees, and/or expenses among Class Counsel, Plaintiff, and/or Class Members except for payment of the Settlement Fund.

XVIII. MISCELLANEOUS REPRESENTATIONS

103. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
104. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the

Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

105. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.
106. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Released Parties is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasing Parties.
107. The Parties have relied upon the advice and representation of counsel, selected by themselves, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by this Settlement.
108. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
109. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
110. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.
111. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
112. The Parties agree that Exhibits A through D to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

113. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
114. Except as otherwise provided herein, each Party shall bear its own costs.
115. Plaintiff represents and warrants that she has not assigned any claim or right or interest therein in whole or in part as against the Released Parties to any other person or party.
116. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
117. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence for any purpose, including, without limitation, as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
118. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.
119. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible for any purposes, including, without limitation, as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

120. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.
121. Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents, comprising opinions as to the Litigation. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall not make any public statement, including any statement to the press, regarding the Settlement Agreement or settlement aside from the following agreed upon statement: "[The Parties] have reached a proposed agreement and look forward to the Court's review and decision" or words to that effect. This paragraph shall not be construed to limit or impede the notice requirements of Section XI above; nor shall this paragraph be construed to prevent the Parties or Counsel for the Parties from notifying or explaining to potential Settlement Class Members or others that this case has settled and how to obtain settlement benefits; nor shall this paragraph limit the representations that the Parties or Counsel for the Parties may make to the Court to assist in its evaluation of the proposed settlement; nor shall this paragraph limit Defendant's ability to discuss this case and/or the terms of this settlement with its clients and business partners in a confidential manner. If a Party is required by a valid, enforceable subpoena or government information request to disclose information about the settlement, such Party shall provide reasonable prior notice (to the extent permitted by applicable law) to the other Party to allow the other Party to seek to prevent such disclosure. A Party may also provide necessary and accurate information about the settlement to its shareholders and other persons or entities as required by securities laws or other applicable laws or regulations.
122. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.
123. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
124. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

125. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
126. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.
127. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Timothy P. Kingsbury
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601
T: (312)893-7002
tkingsbury@mcgpc.com

If to Defendant's Counsel:

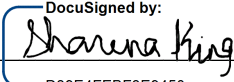
Elizabeth B. Herrington
MORGAN, LEWIS & BOCKIUS LLP
110 North Wacker Drive, Suite 2800
Chicago, IL 60606
T: (312) 324-1445
beth.herrington@morganlewis.com

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

[Signatures on following page. Remainder of this page intentionally left blank.]

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

SHARENA KING, individually and as Class Representative

Signature:  _____
Date: 2/23/2023 _____

MCGUIRE LAW, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____

PEOPLET CORPORATION, as Defendant

By: _____

Print Name: _____

Date: _____

MORGAN, LEWIS & BOCKIUS LLP as Defendant's Counsel

By: _____

Print Name: _____

Date: _____

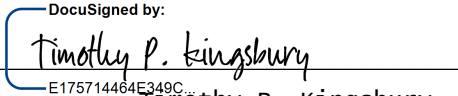
IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

SHARENA KING, individually and as Class Representative

Signature: _____

Date: _____

MCGUIRE LAW, P.C., as Class Counsel

By:  _____
E175714464E349C Timothy P. Kingsbury

Print Name: _____

Date: 2/23/2023 _____

PEOPLET CORPORATION, as Defendant

By: _____

Print Name: _____

Date: _____

MORGAN, LEWIS & BOCKIUS LLP as Defendant's Counsel

By: _____

Print Name: _____

Date: _____

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

SHARENA KING, individually and as Class Representative

Signature: _____

Date: _____

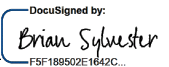
MCGUIRE LAW, P.C., as Class Counsel

By: _____

Print Name: _____

Date: _____


PEOPLET CORPORATION, as Defendant

By:  _____

Print Name: Brian Sylvester

Date: February 21, 2023

MORGAN, LEWIS & BOCKIUS LLP as Defendant's Counsel

By:  _____

Print Name: Elizabeth B. Herrington

Date: February 22, 2023

EXHIBIT A

STEP 3 – CERTIFICATION

I hereby certify that:

On at least one occasion within the state of Illinois between April 2, 2016 and [Preliminary Approval], I scanned my finger, face, or hand using a timeclock PeopleNet Corporation provided to my employer.

I certify that the above statement is true and correct and that this is the only Claim Form that I have submitted and will submit. I also understand, acknowledge and agree that I am eligible to submit only one Claim Form as part of this settlement. I understand that this Claim Form will be reviewed for authenticity and completeness and that, if my claim is validated, I may be contacted by the Settlement Administrator to provide additional information as necessary to process the payments due to me under the Settlement.

Signature

Date

STEP 4 – METHODS OF SUBMISSION

Please complete the Claim Form above and return it by one of the following methods:

1. Online by visiting www.PeopleNetBIPASettlement.com and completing an online Claim Form no later than midnight, U.S. Eastern Standard Time, on [Date]; OR
2. By emailing the completed Claim Form to claims@PeopleNetBIPASettlement.com no later than midnight, U.S. Eastern Time, on [Date]; OR
3. By mailing via U.S. mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than [Date], and addressed to:

PeopleNet BIPA Settlement
c/o Epiq Class Actions & Claims
Solutions
[Address]

EXHIBIT B

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

SHARENA KING, individually and on)
behalf of similarly situated individuals,)

Plaintiff,)

v.)

PEOPLET CORPORATION,)
a Delaware corporation,)

Defendant.)

No. 2021-CH-01602

Hon. David B. Atkins

[PROPOSED] PRELIMINARY APPROVAL ORDER

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

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm’s-length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Hon. Mary Anne Mason (Ret.) of JAMS Chicago.
3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure – including numerosity,

commonality and predominance, adequacy, and appropriateness of class treatment of these claims—
have been preliminarily satisfied.

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

“All persons whose finger, hand, facial or other biometric data was obtained and stored by PeopleNet Corporation for timekeeping purposes within the state of Illinois between April 2, 2016 and Preliminary Approval.”

5. For settlement purposes only, Plaintiff Sharena King is hereby appointed as Class Representative.

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

Evan M. Meyers
Timothy P. Kingsbury
Brendan Duffner
Chandne Jawanda
McGuire Law, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court’s preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Claim Form, the Short Form Class Notice, and the Long Form Class Notice attached to the Settlement Agreement as Exhibits A, C, and D, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of

Civil Procedure and satisfy Due Process.

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

10. Epiq Class Actions & Claims Solutions is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

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

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice Plan on or before _____, **2023**.

13. All Claim Forms must be either mailed via U.S. Mail or emailed to the addresses specified in the Claim Form, or electronically submitted to the Settlement Administrator via the settlement website, no later than _____, **2023**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Section VI of the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement

Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

15. Any Person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator electronically via the Settlement Website, or at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than the Objection/Exclusion Deadline: _____, **2023**.

16. In order to exercise the right to be excluded, a person within the Settlement Class must timely mail or electronically submit a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, and email address; the name and number of the case; a statement that they wish to be excluded from the Settlement Class; and their signature. Any request for exclusion submitted via first class mail must be personally signed by the Person requesting exclusion. Any request for exclusion submitted online may be signed electronically. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class. Mass or class exclusions are not permitted.

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

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and

expenses, as well as a Service Award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than _____, **2023**.

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than _____, **2023**. Contact Information for Class Counsel, Defendant's Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

<p>Class Counsel</p> <p>Timothy P. Kingsbury MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9th Floor Chicago, IL 60601</p>	<p>Defendant's Counsel</p> <p>Elizabeth B. Herrington MORGAN, LEWIS & BOCKIUS LLP 110 North Wacker Dr., Suite 2800 Chicago, IL 60606 Tel. (312) 704-7700</p>
<p>Settlement Administrator</p> <p>Epiq Class Actions & Claims Solutions</p>	<p>Clerk of Court</p> <p>Clerk of the Circuit Court of Cook County Chancery Division 50 W. Washington Street, #802 Chicago, IL 60602</p>

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) the objector's full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting

materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of their counsel. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of a Service Award, and to the Final Approval Order and the right to appeal same.

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

22. No Settlement Class Member shall be entitled to be heard, and no objection shall

be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in Paragraph 19 of this Order, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

23. All papers in support of the final approval of the proposed Settlement shall be filed no later than ten (10) days before the Final Approval Hearing.

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

25. A hearing (the “Final Approval Hearing”) shall be held before the Court on _____, **2023** at____:____a.m./p.m. in Courtroom 2102 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (or via remote means as the Court may without further notice direct) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;

- (d) to consider the application for an award of attorneys' fees, costs and expenses of Class Counsel;
- (e) to consider the application for an Service Award to the Class Representative;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

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

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

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

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

- Notice to be completed by:** _____, 2023
- Fee and Expense Application:** _____, 2023
- Objection Deadline:** _____, 2023
- Exclusion Request Deadline:** _____, 2023
- Final Approval Submissions:** _____, 2023
- Claims Deadline:** _____, 2023

Final Approval Hearing: _____, 2023 at _____

IT IS SO ORDERED.

ENTERED: _____

Hon. David B. Atkins

EXHIBIT C

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF, WITHIN THE STATE OF ILLINOIS BETWEEN APRIL 2, 2016 AND [PRELIMINARY APPROVAL], YOUR FINGER, HAND, FACIAL OR OTHER BIOMETRIC DATA WAS OBTAINED AND STORED BY PEOPLENET CORPORATION FOR TIMEKEEPING PURPOSES.

*For more information, visit www.PeopleNetBIPASettlement.com.
Para una notificación en Español, visite www.PeopleNetBIPASettlement.com.*

A proposed settlement has been reached in a class action lawsuit against PeopleNet Corporation regarding timekeeping services it provided to Illinois employers that allegedly required workers to scan their finger, hand, or face for timekeeping purposes, purportedly in violation of the law. The case is *King v. PeopleNet Corporation*, Case No. 2021-CH-01602, currently pending in the Circuit Court of Cook County, Illinois. The proposed Settlement is not an admission of wrongdoing by PeopleNet Corporation, and PeopleNet Corporation denies that it violated the law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit.

Why Am I Being Contacted? Our records indicate that PeopleNet Corporation obtained and stored your finger, hand, or facial or other biometric data for timekeeping purposes in the state of Illinois between April 2, 2016 and [Preliminary Approval]. Any individual whose finger, hand, facial or other biometric data was obtained and stored by PeopleNet Corporation for timekeeping purposes within the state of Illinois between April 2, 2016 and [Preliminary Approval] may be eligible to receive cash benefits from this Settlement.

What Does The Settlement Provide? PeopleNet Corporation has agreed to create a \$4,750,000.00 Settlement Fund to pay for valid claims, settlement administration expenses, Class Counsel's attorneys' fees, costs and expenses, and a Class Representative service award. Each Class Member who submits a timely, valid Claim Form may receive an equal cash payment from the Settlement Fund. The per-person payment to each valid claimant is estimated to be between \$500-\$1,000 but depends on certain unknown factors to be determined, including how many Settlement Class Members submit valid Claim Forms. To receive an equal cash payment from the fund, you must submit a Claim Form by **XXX XX, 2023**. Class Members can file a Claim Form online at www.PeopleNetBIPASettlement.com, or visit that website and download a Claim Form and submit it by email or by U.S. mail. Visit the website below or call for more information on filing your claim. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.*

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXX, XX, 2023**. If you do not exclude yourself, you may object to the Settlement by **XXX, XX, 2023**. The detailed notice, available at the settlement website listed below or through the Settlement Administrator, explains how to exclude yourself or object. The Court will hold a final approval hearing on **XXX, XX, 2023** to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to forty percent of the Settlement Fund, plus their reasonable costs and expenses, and a service award for the Class Representative of up to \$10,000. Class Counsel's fee request will be made available on the settlement website. You can appear at the hearing, but you do not have to. If you want, you can hire your own attorney, at your own expense, to appear or speak for you at the hearing. Please check the settlement website for updates on the date, time, and format of the final approval hearing. *Visit the settlement website, www.PeopleNetBIPASettlement.com, or contact the Settlement Administrator at _____, for details about options and deadlines.*

***For more information and for a Claim Form, visit www.PeopleNetBIPASettlement.com
or call 1-999-999-9999.***

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

King v. PeopleNet Corporation, No. 2021-CH-01602 (Cir. Ct. Cook Cnty., Ill.)

For more information, visit www.PeopleNetBIPASettlement.com.

Para una notificación en Español, visite www.PeopleNetBIPASettlement.com.

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR FINGER, HAND, FACIAL OR OTHER BIOMETRIC DATA WAS OBTAINED AND STORED BY PEOPLETNET CORPORATION FOR TIMEKEEPING PURPOSES WITHIN THE STATE OF ILLINOIS BETWEEN APRIL 2, 2016 AND [PRELIMINARY APPROVAL].

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

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *King v. PeopleNet Corporation*, Case No. 2021-CH-01602, currently pending in the Circuit Court of Cook County, Illinois before the Hon. David B. Atkins. The Settlement would resolve a lawsuit brought on behalf of persons who allege that PeopleNet Corporation (“PeopleNet” or “Defendant”) obtained and stored individuals’ biometrics in Illinois for timekeeping purposes without first providing them with legally-required written disclosures and obtaining written consent. If you received this notice, you have been identified as someone who at some time between April 2, 2016 and [Preliminary Approval] may have had your finger, hand, facial or other biometric data obtained and stored by PeopleNet for timekeeping purposes within the state of Illinois. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as fingerprints, of another individual for any purpose without first providing them with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by collecting individuals’ biometrics through fingerprint, hand, or facial scanning technology in Illinois without first providing the requisite disclosures or obtaining the consent required by BIPA. Defendant contests these claims, denies that it collected or possessed fingerprints, facial biometrics, or any other information subject to BIPA, and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

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

By order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 1 of 6

QUESTIONS? VISIT www.PeopleNetBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant and its affiliated entities. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a Service Award to the Class Representative, if approved by the Court. 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 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 to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give final approval to 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 IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if Defendant obtained and stored your finger, hand, facial or other biometric data for timekeeping purposes in the state of Illinois between April 2, 2016 and [Preliminary Approval]. If you are a member of the Settlement Class, then you may visit the settlement website, www.PeopleNetBIPASettlement.com, to submit a claim for cash benefits.

To see if you used a timeclock provided by PeopleNet Corporation while working in Illinois, the timeclocks provided by PeopleNet Corporation during the relevant time period include those identified below:

- Tempo PN-2000 timeclock
- Tempo PN-1000 timeclock
- Optima timeclock

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a \$4,750,000.00 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal payment paid out of the Settlement Fund after payment is made for administrative expenses, Class Counsel's attorneys' fees and expenses, and a Class Representative Service Award. The amount of each valid claimant's payment is estimated to be between \$500-\$1,000 but the exact amount is unknown at this time and depends on several factors, including how many valid claims are submitted and the amount of costs, attorneys' fees and expenses. The Settlement Administrator will issue a check to each Class Member who submits a valid and timely Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 100 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to forty percent of the Settlement Fund, plus reasonable costs, for the substantial time, expense and effort spent investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up

By order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois

Page 2 of 6

QUESTIONS? VISIT www.PeopleNetBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

to \$10,000.00 for her time, effort, and service in this matter. Class Counsel will file with the Court their request for attorneys' fees and costs and a Service Award on _____, 2023, and post their request on the Settlement Website.

Prospective Relief. Pursuant to this Settlement, and without admitting any liability, Defendant represents that it no longer authorizes its clients in Illinois to use biometric functionality in connection with Defendant's timekeeping equipment.

WHAT ARE MY OPTIONS?

(1) Accept the Settlement.

To accept the Settlement, you must submit a Claim Form by **XX, XX, 2023**. You may obtain a Claim Form at www.PeopleNetBIPASettlement.com, and you may submit your Claim Form online at the same website. You may also submit a Claim Form to the Settlement Administrator by email at claims@PeopleNetBIPASettlement.com or by U.S. Mail at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement, and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement on an individual basis. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at _____, postmarked by **XX, XX, 2023**. You may also exclude yourself online at www.PeopleNetBIPASettlement.com. If you choose to exclude yourself by mail, the exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this litigation, as well as your full name, address, telephone number, and email address, a statement that you wish to be excluded, and your signature. So-called "mass" or "class" exclusion requests are not permitted.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Courtroom 2102, Chicago, Illinois 60602. The objection must be received by the Court no later than **XX, XX, 2023**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Timothy P. Kingsbury of MCGUIRE LAW, P.C., 55 West Wacker Drive, 9th Floor, Chicago, Illinois 60601), as well as the attorneys representing Defendant (Elizabeth B. Herrington of MORGAN, LEWIS & BOCKIUS LLP, 110 North Wacker Dr., Suite 2800, Chicago, Illinois 60606), and the Settlement Administrator ([ADDRESS]), postmarked no later than **XX, XX, 2023**. Any objection to the proposed Settlement must include (i) the objector's full name, address, email address, and current telephone number; (ii) the case name and number of the Litigation; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last four years; and (v) 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 **XX, XX, 2023**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which will be held on _____, **2023** at _____ **a.m./p.m.**, in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the Final Approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a Service Award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims.

Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement. To submit a Claim Form, or for more information on how to request exclusion from the Class or file an objection, please visit the Settlement Website, www.PeopleNetBIPASettlement.com, or call 1-999-999-9999.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the other Released Parties (as defined in the Settlement Agreement) relating to the Released Claims (as defined in the Settlement Agreement). 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 settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. 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.

By order of: Hon. David B. Atkins, Circuit Court of Cook County, Illinois
Page 4 of 6

QUESTIONS? VISIT www.PeopleNetBIPASettlement.com OR CALL TOLL FREE 1-999-999-9999

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.PeopleNetBIPASettlement.com, or you can call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and a Class Representative Service Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XX, XX, 2023 at XX am/pm**. The hearing is subject to being changed by the Court, including taking place remotely via videoconference, so please visit www.PeopleNetBIPASettlement.com for updates.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. With prejudice means that the case is dismissed permanently, it cannot be brought back to court, and the claims cannot be refiled. Both sides have agreed to the Settlement to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

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 Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the 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.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Evan M. Meyers Timothy P. Kingsbury Brendan Duffner Chandne Jawanda MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9 th Fl. Chicago, IL 60601 emeyers@mcgpc.com tkingsbury@mcgpc.com bduffner@mcgpc.com cjawanda@mcgpc.com Tel: 312-893-7002

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.PeopleNetBIPASettlement.com. If you have any questions, you can also call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.