

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is entered into on the date of execution between Angela Karikari (“Plaintiff”), on behalf of herself and a settlement class of similarly-situated persons (identified herein as the “Settlement Class”) and Carnagio Enterprises, Inc. (“Defendant”). The parties to this Agreement are collectively referred to as the “Parties.”

WHEREAS, on behalf of herself and a putative class of similarly-situated persons, Plaintiff has filed a civil action against Defendant now pending in the Circuit Court of DuPage County, Illinois, and entitled *Angela Karikari, individually and as the representative of a class of similarly situated persons v. Carnagio Enterprises, Inc.*, Case No. 2019 L 168 (the “Action”); and

WHEREAS, Plaintiff alleged in the Action that Defendant violated the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”); and

WHEREAS, Plaintiff’s counsel investigated the relevant facts and law relating to the Action; and

WHEREAS, Plaintiff’s counsel contends that Defendant collected fingerprints from its employees without providing the disclosures required by BIPA and without obtaining informed, written consent as required by BIPA between February 11, 2014 and the date of preliminary approval; and

WHEREAS, Defendant denied and continues to deny liability for the claims made in the Action; and

WHEREAS, after considering the benefits to the Settlement Class and the attendant risks, costs, uncertainties, and delays of litigation, Plaintiff and her counsel have concluded that the terms and conditions provided for in this Agreement are fair, reasonable, and adequate; and

WHEREAS, after considering, among other things, the additional expense and delay that would result from the continuation of the Action, Defendant agreed to resolve the controversy upon the terms and conditions this Agreement provides; and

WHEREAS, the Parties stipulate and agree that the claims of the Settlement Class (including Plaintiff) against Defendant should be and are hereby compromised and settled, subject to the approval of the Court after notice to the Settlement Class, upon the following terms and conditions:

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

2. The Settlement Class. The Settlement Class will be defined as: “All persons employed by Carnagio Enterprises, Inc. who logged onto, interfaced with, or used any software, systems, or devices that used the individual’s finger, hand, face, retina, or any biometric identifier of any type in any restaurant owned by Carnagio Enterprises, Inc. and did not sign a written consent before use of the biometric systems, between February 11, 2014 and the date of preliminary approval” (“Class Members”). Defendant represents, based on its reasonable investigation, that there were 1,417 Class Members as of April, 2022. To the extent that additional Class

Members are identified, the Settlement Fund shall increase by \$631.72 for each such person.

3. Class Representation. For the purposes of settlement and subject to Court approval, Plaintiff is the “Class Representative” and David J. Fish and Mara A. Baltabols of the Fish Potter Bolaños, P.C. and David M. Oppenheim of Bock, Hatch & Oppenheim, LLC are “Class Counsel.”

4. For Settlement Only. The assertions, statements, and representations made herein are for settlement purposes only. If this Agreement is not finally approved, the Parties expressly agree that this Agreement will then be null and void and may not be used by any party for any purpose.

5. Settlement Fund. As detailed herein, Defendant has agreed to make available a total of up to \$895,158.00 (“Settlement Fund”) to pay Claims to the Settlement Class, to pay a service award to the Class Representative, to pay attorneys’ fees and expenses to Class Counsel, and to pay settlement administration costs. The Settlement Administrator shall establish a “qualified settlement fund” (“Qualified Settlement Fund” or “QSF”) within the meaning of Treas. Reg. § 1.468B-1. Attorneys’ fees, Service Award payments, and all settlement administration costs and expenses will be paid from the QSF. Payments to Settlement Class will be made after payment of attorneys’ fees, Service Award payments, and settlement administration costs and expenses. Within 21 days of the Effective Date, Defendant will deposit all attorneys’ fees and any Service Award payment awarded by the Court, all amounts needed to pay valid Claims to the Settlement Class as determined in

Paragraphs 8 and 9 of this Agreement, and all settlement administration costs and expenses into the QSF. In no event shall Defendant's obligation to fund the QSF exceed the Settlement Fund. Any portion of the Settlement Fund not required to be paid to claimants, as attorney's fees or expenses, as a service award to the Class Representative, or to be paid to the Settlement Administrator, shall remain with Defendant, except that the first \$15,000 of any unused funds from issued claimant settlement checks (checks that are not deposited, cashed or negotiated prior to the void date), shall be provided to Prairie State Legal Services, as agreed upon by the Parties and approved by the Court.

6. Settlement Administrator. The Parties will retain a third party settlement administrator to serve as the "Settlement Administrator", to maintain the settlement website, send the "Notice of Class Action and Proposed Settlement" (the "Class Notice") and Proof of Claim ("Claim Form"), to receive and process Claim Forms and communicate with class members who have submitted incomplete claim forms for supplementation or revision, to provide a list of accepted and rejected claims to counsel for the parties along with the Claim Forms submitted, to create a Qualified Settlement Fund to receive the Settlement Fund from Defendant, to issue settlement payments to claimants and make the other payments approved or required by the Court in the Final Approval Order, and prepare and submit any and all required tax filings. Upon request, the Settlement Administrator will provide copies of all Claim Forms to counsel for the parties. The parties will have the opportunity to review the list of claims and Claim Forms for the purposes of objection. The decision of the

Settlement Administrator as to the validity of claims is final and binding. All costs of issuing settlement notice and administration will be paid from the Settlement Fund. If the Court declines to approve the settlement, the parties will equally bear the expenses incurred on class notice and administration through the date of non-approval.

7. Class Notice. The Settlement Administrator will cause the Class Notice and Claim Form to be distributed via U.S. Mail to employees and former employees that Defendant has identified as class members (the “Class List”), and by e-mail (if available) to persons on the Class List to whom mail notice is undeliverable. The Settlement Administrator shall use reverse lookup to ascertain mailing addresses for any persons on the Class List for whom that information is incomplete or incorrect and shall verify information from Defendant’s records using the National Change of Address Database. The Parties’ proposed Class Notice is attached as Exhibit 2. The Notice shall be sent within 14 days after the Court’s preliminary approval of the Agreement.

8. Relief to Plaintiff and the Settlement Class. Each person who submits a timely, valid, and non-duplicative Claim Form in the form attached as Exhibit 3 to this Agreement (a “Valid Claim”) shall receive their share of the Settlement Fund, which shall be calculated as follows: the Settlement Fund minus the Service Award, Class Counsel’s Awarded Fees and Expenses, and settlement administration costs, which amount is then divided by the persons on the Class List.

9. The Claims Process. Completed Claim Forms will be due to the Settlement Administrator within 60 days after Class Notice is sent. Claims may be submitted via mail, email, or text message pursuant to instructions in the Claim form. The proposed Claim Form is Exhibit 3. Any class member who does not submit a Claim within the 60-day time limit shall receive no monetary payment from the Settlement Fund. In addition to complying with the deadline to submit a Claim Form, in order for a Claim Form to be a Valid Claim, it must contain all of the information required in Numbers 1 and 2 of the Claim Form. Any Claim Form that lacks the requisite information shall be deemed to be incomplete and ineligible for payment. Upon request, the Settlement Administrator will provide copies of all completed Claim Forms to counsel for the Parties. The Settlement Administrator's decision as to whether a completed Claim Form is a Valid Claim is final and binding.

10. Service Award and Attorneys' Fees. Subject to the Court's approval, Plaintiff will be paid a service award from the Settlement Fund of \$10,000.00 for representing the Settlement Class (the "Service Award"). Subject to the Court's approval, Class Counsel will be paid \$313,305.30 (35% of the Settlement Fund) for attorney's fees as well as reasonable costs and expenses, including the costs of settlement administrator (class counsel's requested fees and expenses, collectively, shall be "Class Counsel's Requested Fees and Expenses"). The Settlement Administrator will pay these amounts from the Settlement Fund. The amounts the Court awards will be set forth in the Final Approval Order and shall be paid from the Settlement Fund as provided herein.

If the Court (or any appellate court) awards less than the amounts sought for the Service Award or the Class Counsel's Requested Fees and Expenses, only the awarded amounts shall be paid and shall constitute the satisfaction of the obligations of Defendant under this Agreement. Any un-awarded amounts shall be redistributed to the Settlement Fund for the benefit of the Settlement Class and to pay claimants. The Court's approval of both Class Counsel's Requested Fees and Expenses and the Service Award (in whole or in part) shall not be deemed material to, or a condition of, the Settlement. Even if the Court denies, in whole or part, Class Counsel's Requested Fees and Expenses and/or the Service Award, the Parties agree that the remainder of the terms of this Agreement shall remain in full force and effect.

11. Class Members' Rights to Opt Out of or Object to the Settlement. Class Members will have 60 days from the date the Class Notice is sent to: (a) exclude themselves from this Settlement pursuant to the procedures set forth in the Class Notice, or (b) object to the Settlement pursuant to the procedures set forth in the Class Notice. Failure to properly request exclusion or to object within this 60-day period waives any right to be excluded from or to object to the Settlement. Any Class Member who timely and properly elects to be excluded shall not: (a) be bound by any order or judgment, (b) be entitled to relief under this Agreement, (c) gain any rights by virtue of this Agreement, or (d) be entitled to object to any aspect of this Agreement. Any payment allocated to such individual shall belong (or revert) to Defendant. Any Class Member who fails to timely and properly object shall not be permitted to object to the approval of the Agreement and shall be foreclosed from

seeking any review of the Settlement or the terms of this Agreement by appeal or other means. Any Class Member who attempts both to object to and exclude themselves from this Agreement will be deemed to have excluded themselves and will forfeit the right to object to this Agreement or any of its terms. If a Class Member returns both a Claim Form and a request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under this Agreement. Plaintiff shall not opt-out of the Settlement. Plaintiff's execution of this Agreement shall memorialize her agreement to all of the terms of the Agreement.

An objection must be signed under penalties of perjury and identify the following information: (1) the objector's name, address, email, and telephone number, (2) the specific date(s) when the objector worked for Carnagio Enterprises, Inc., (3) all attorneys who assisted the objector in preparing or filing the objection, (4) a list of all other class action cases in which the objector or their attorneys have submitted an objection to a settlement, and (5) a statement of the reasons why the objector contends the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class.

12. Court Submission. Class Counsel will submit this Agreement and its Exhibits, along with such other supporting papers as may be appropriate, to the Court for preliminary approval pursuant to 735 ILCS 5/2-801 *et seq.* The Parties' proposed "Order Preliminarily Approving Class Action Settlement and Proposed Notice" ("Preliminary Approval Order") is attached as Exhibit 1. If the Court declines

to approve this Agreement preliminarily and to order notice of hearing with respect to the proposed Class, or if the Court declines to grant final approval to the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement will not be approved.

13. Final Approval. The Preliminary Approval Order will set a date for a final fairness hearing at which the Parties will request that the Court enter the “Final Approval Order” in the form attached hereto as Exhibit 4, granting final approval of the Settlement and entering judgment thereon and dismissing the Action and Defendant with prejudice. If the Court requires non-substantive changes in the Final Order, that will not invalidate this Agreement.

14. The “Effective Date” is defined as five (5) days after the latest of the following dates: (i) the Court enters a Final Approval Order, in the form attached hereto as Exhibit 4 and in compliance with the requirements of this Agreement, dismissing with prejudice (and without costs as to any Party, except as explicitly provided for in this Agreement) the claims of all Class Members (including Plaintiff) who do not properly exclude themselves, and the applicable date for seeking appellate review of the Final Approval Order has expired with no appeal or request for review having been filed; (ii) if there is an appeal of the Final Approval Order, the settlement has been affirmed in all material respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review; and (iii) if there is an appeal of the Final Approval Order that

results in an appellate order requiring a new order by the Court, the Court following resolution of the appeal enters a further order or orders approving the Settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

15. Releases.

a. For all periods up to and including the date of final approval of the settlement by the Court, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Members who do not timely opt-out of the settlement, and all their respective heirs, assigns, executors, administrators, and agents, past or present, fully and without limitation release and discharge Defendant, and all affiliated persons and entities including but not limited to John Carnagio, McDonald's Corporation, McDonald's USA, LLC, any affiliated estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sub-lessees, tenants, franchisees, franchisors, management companies, joint venturers, partners, limited partners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, and individuals, and any entities or persons (former or present), including insurers and reinsurers, as well as vendors, with whom Defendant has done business in relation to any Carnagio Enterprises, Inc. facility in Illinois, and their respective affiliated persons and entities, which include, but are not limited to,

estates, trusts, trustees, executors, administrators, beneficiaries, landlords, licensees, lessors, lessees, sublessees, tenants, franchisees, franchisors, joint venturers, partners, limited partners, owners, employees, attorneys, agents, officers, directors, managers, members, shareholders, successors, predecessors, parents, indirect or direct subsidiaries, divisions, affiliates, management companies, individuals, insurers and reinsurers (“Released Parties”), from any and all claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, which relate in any way to information that is or could be protected under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq., or any other similar state, local, or federal law, regulation, or ordinance, or common law (“Released Claims”). This Release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law.

b. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally and forever released, relinquished and discharged Plaintiff, each member who does not timely opt out of the Settlement Class, and Class Counsel, and their respective past or present directors, officers, employees, principals, agents, attorneys, insurers, predecessors, heirs, successors, parents, subsidiaries, divisions and related or affiliated entities, from all claims based upon or arising out of the

institution, prosecution, assertion, settlement or resolution of the Action, and all Released Claims, except for enforcement of this Agreement.

c. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff and Defendant each expressly shall have, and each of the other class members who do not timely opt out shall be deemed to have, and by operation of the Final Approval Order shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Plaintiff, Defendant, and members of the Settlement Class, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff and Defendant expressly shall have, and each other class member who does not timely opt out shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally and forever settled and released any and all

Released Claims. The Parties acknowledge, and class members who do not timely opt out shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Agreement of which the releases in this Agreement are a part.

16. Right to Terminate. Plaintiff and Defendant shall each have the right to terminate the Settlement by filing written notice of the election to do so with the Court and serving that on all other parties within twenty (20) business days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order; (ii) the Court's refusal to enter a Final Approval Order and Judgment; or (iii) the modification or reversal of the Final Approval Order and Judgment in any material respect by any reviewing court.

17. Agreement Contingent Upon Entry of Final Approval Order. This Agreement is contingent upon the Court's entry of an order approving the terms of this Agreement (the "Final Approval Order"). If the Court refuses to grant final approval to the terms of the settlement set forth herein, or if the Final Approval Order is reversed or substantially modified on appeal, or, for any reason, this Agreement does not become effective, then this Agreement shall be null and void *ab initio* and, no stipulation, representation or assertion of fact made in this Agreement may be used by anyone for any purpose whatsoever; and in that event, all Parties shall have the same rights they had prior to entering into this Agreement.

18. Notices. Requests for exclusion and objections to the Agreement or settlement shall be sent to the Settlement Administrator.

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

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

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

22. Representations and Warranties. The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights that they may have with respect to the claims released in this Agreement and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals

executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the party for which he or she is signing.

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

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

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

26. Confidentiality. The Plaintiff and her counsel and Defendant and its Counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement except as necessary to serve as Class Counsel in explaining the settlement to the Court or their clients. 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 Plaintiff or Defendant or their attorneys or agents, comprising opinions as to the Litigations. Class Representatives and Class Counsel (including co-counsel in the Litigations) shall not make any public statement, including any statement to the press, regarding the Settlement. Similarly, Defendants and Defendants' Counsel shall not make any public statement, including any statement to the press, regarding the Settlement. This paragraph shall not be construed to limit or impede the notice requirements contained herein, nor shall this paragraph be construed to prevent Class Counsel or Defendants from notifying or explaining to potential Class Members that the Litigations have settled, or limit the representations that the Parties or their Counsel may make to the Court to assist in its evaluation of the Agreement. Defendants may also provide information about the settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws or regulations.

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


CARNAGIO ENTERPRISES, INC.

By: _____

Its: _____

Dated: _____

PLAINTIFF

By:  _____

Angela Karikari's Legal Counsel

Dated: 7/7/2022

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

ANGELA KARIKARI, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	No. 2019 L 000168
)	
CARNAGIO ENTERPRISES, INC.,)	
)	
Defendant.)	

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This matter coming before the Court on Plaintiff's Agreed Motion for Preliminary Approval of Class Action Settlement and Notice to the Class" (the "Motion"), after review and consideration of the Settlement Agreement, and after hearing statements of the parties' attorneys in open court on _____, 2022, and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

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

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

All persons employed by Carnagio Enterprises, Inc. who logged onto, interfaced with, or used any software, systems, or devices that used the individual's finger, hand, face, retina, or any biometric identifier of any type in any restaurant owned by Carnagio Enterprises, Inc. and did not sign a written consent before use of the biometric systems, between February 11, 2014 and the date of preliminary approval. ("Class Members").

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

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

4. The Court appoints Angela Karikari, as the "Class Representative" and appoints Plaintiff's attorney (David J. Fish and Mara A. Baltabols of Fish Potter Bolaños, P.C. and David M. Oppenheim of Bock, Hatch & Oppenheim, LLC) as Class Counsel.

5. The Court finds that the Settlement Agreement's plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and 735 ILCS 5/2-801 and 735 ILCS 5/2-802. That plan is approved and adopted. This Court further finds that the Class Notice (attached to the Settlement Agreement as Exhibit 2), and the Claim Form (attached to the Settlement Agreement as Exhibit 3), comply with 735 ILCS 5/2-801 and 735 ILCS 5/2-802, are appropriate as part of the notice plan, and are approved and adopted. The Court orders that the parties provide the notice to the Class as proposed.

6. By this Order, the Court hereby orders that the Class Notice and Claim Form shall be sent by U.S. Mail to the addresses associated with each class member as reflected in Defendant's records. The Settlement Administrator shall use reverse lookup to ascertain mailing addresses for any persons on the Class List for whom that information is incomplete or incorrect and shall verify information from Defendant's records using the National Change of Address Database. The Class Notice and Claim Form shall also be sent via e-mail to class members to whom the mail notice is returned as undeliverable and for whom an e-mail address is available in Defendant's records. The Class Notice and Claim Form shall also be made available on the Settlement Administrator's website, along with a copy of the Settlement Agreement. The Court finds and orders that no other notice is necessary.

7. The Class Notice informs members of the Settlement Class of their right to object to the proposed settlement. An objection must be signed under penalties of perjury and identify the following information or else the Court will disregard and

strike the submitted objection as invalid: (1) the objector's name, address, fax number(s), and telephone number, (2) the specific date(s) when the objector worked for Carnagio, (3) all attorneys who assisted the objector in preparing or filing the objection, (4) a list of all other class action cases in which the objector or their attorneys have submitted an objection to a settlement, and (5) a statement of the reasons why the objector contends the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class.

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

(a) Notice shall be sent no later than _____ (14 days after preliminary approval is granted);

(b) Claim Forms must be submitted to the Settlement Administrator within 60 days from the date Class Notice is sent or be forever barred;

(c) Objections and motions to intervene shall be filed in this Court and postmarked and served on Class Counsel and Defendant's counsel on or before _____, (60 days from the date Class Notice is sent) or be forever barred;

(d) Memoranda regarding objections or motions to intervene must be filed in this Court, and postmarked and served on the Settlement Administrator, Class Counsel and Defendant's counsel on or before _____ (7 days before the Fairness Hearing), or be forever barred;

(e) Requests by any Class member to opt out of the settlement must be submitted to the Settlement Administrator on or before _____ (60 days from the date Class Notice is sent), or be forever barred. The Court shall rule on all requests for exclusion or opt outs on _____ at _____ a.m./p.m.; and

(f) The Fairness Hearing, set forth in the Class Notice, is hereby scheduled for _____, at _____ a.m./p.m. in Room _____.

BY ORDER OF THE COURT

Honorable Judge

Dated: _____

NOTICE OF CLASS ACTION SETTLEMENT
You may benefit from this. Please read it carefully. You are not being sued.
You must submit a Claim Form to receive a settlement check.

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

ANGELA KARIKARI, individually and)	
as the representatives of a class of)	
similarly situated persons,)	No. 2019 L 000168
)	
Plaintiff,)	
)	
v.)	CLASS ACTION
)	
CARNAGIO ENTERPRISES, INC.,)	
)	
Defendant.)	

NOTICE OF CLASS ACTION SETTLEMENT

TO: All persons who had their biometric information collected, captured, received, otherwise obtained, or disclosed between February 11, 2014 and the date of preliminary approval by Carnagio Enterprises, Inc. in the state of Illinois.

These persons are the "Settlement Class" discussed below.

A. WHY HAVE YOU RECEIVED THIS NOTICE? The Court authorized notice of a proposed settlement in a class action lawsuit, *Karikari v. Carnagio Enterprises, Inc.*, Case No. 2019 L 000168, pending in DuPage County, Illinois ("Lawsuit"). The settlement would resolve the Lawsuit brought on behalf of the Settlement Class. You are receiving this notice because you have been identified through Defendant's records as a Settlement Class member. **Your Unique Identification Number is !!!.** You will need it to submit a claim for your share of the Settlement Fund.

B. WHAT IS THIS LAWSUIT ABOUT? The named plaintiff, Angela Karikari ("Plaintiff"), filed a class action lawsuit alleging that Carnagio Enterprises, Inc. ("Defendant") collected its employees' fingerprints without making the disclosures and receiving the written consent required by the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. ("BIPA"). Defendant denied and continues to deny Plaintiff's allegations. Notwithstanding their disagreements, the parties have proposed a settlement that, if approved by the Court, will resolve the Settlement Class's claims relating to the collection of biometric information.

C. WHAT IS THE PROPOSED SETTLEMENT? Without admitting any fault or liability, and in exchange for a release of all claims relating to the collection of biometric information, Defendant has agreed to make up to \$895,158 (the "Settlement Fund") available to pay claims from Settlement Class Members, to pay a service award to Plaintiff for serving as the "class representative," to pay attorneys' fees and expenses to Class Counsel, and to pay settlement administration costs. Each person who timely submits an approved Claim Form, will be mailed a check for their share of the Settlement Fund, which shall be calculated as follows: the Settlement Fund minus both the Service Award and Class

Counsel's Requested Fees and Expenses, which amount is then divided by the 1,417 persons on the Notice List.

The Court has preliminarily approved this settlement, subject to a fairness hearing that will occur on _____, at _____, in Room ____ in Courtroom ____ of the Eighteenth Judicial Circuit, DuPage County, Law Division, 505 N. County Farm Rd., Wheaton, IL 60187.

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

1. **Return a completed Claim Form.** To claim your share of the Settlement Fund, you must complete a Claim Form and return via mail, email, or text message to [Settlement Administrator contact !!!] no later than _____. If your claim is approved, you will be mailed a check for your share of the Settlement Fund.

2. **Do nothing.** If you do nothing, you will stay in the Settlement Class, be bound by any judgment entered by the Court, and you will release your claims against Defendant about collection of your biometric information, but you will receive no payment unless you submit a Claim Form.

3. **Exclude yourself from the Settlement Class and the settlement.** You can exclude yourself from the class action and the settlement by sending your request to [Settlement Administrator contact !!!]. That request must be postmarked on or before _____, and it must list your name, email, telephone number, street address, and the case name and number above. You must also mail copies of your request for exclusion, postmarked by the same date, to:

For the Settlement Class:

David J. Fish
Fish Potter Bolaños, P.C.
200 E. 5th Ave., Suite 123
Naperville, IL 60563

For Defendant:

Jamie L. Filipovic
O'Hagan Meyer, LLC
One E. Wacker Drive, Suite 3400
Chicago, Illinois 60601

4. **Object to the settlement in writing.** If you object to the settlement, and wish to file an objection rather than excluding yourself, you must submit your objection in writing to the Clerk of the Eighteenth Judicial Circuit, DuPage County, Law Division, 505 N. County Farm Rd., Wheaton, IL 60187. Your objection must be postmarked by _____. You must also serve copies of your objection and any supporting memoranda or materials on the Settlement Administrator, the attorneys for the Settlement Class and the attorneys for Defendant at the contact information listed above, postmarked by the same date. Your objection must be signed under penalties of perjury and must identify (1) your name, address, fax number(s), and telephone number, (2) the specific date(s) when you worked at a Carnagio Enterprises, Inc. facility in Illinois, (3) all attorneys who assisted you in the preparation and filing of your objection, (4) a list of all other class action cases in which you or your attorneys have submitted an objection to a settlement, and (5) a statement of the reasons why you believe the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class. If your objection does not comply with these requirements, the Court will strike and disregard your objection. It is not enough to say that you object; you must state the reasons why you believe the Court should reject the settlement. If you file an objection, then you must appear at the final approval hearing in Courtroom 2010 of the Eighteenth Judicial Circuit, DuPage County, Law Division, 505 N. County Farm Rd., Wheaton, IL 60187 on _____, at _____. You are not required to attend this hearing

unless you object to the settlement.

E. WHO REPRESENTS THE CLASS? The Court appointed Plaintiff to be the “Class Representative” and appointed David J. Fish and Mara A. Baltabols of Fish Potter Bolaños, P.C. and David M. Oppenheim of Bock, Hatch & Oppenheim, LLC as “Class Counsel.” At the fairness hearing, Class Counsel will request that the Court approve a service award of \$10,000 from the Settlement Fund for the Class Representative for her service on behalf of the Settlement Class. And, Class Counsel will request that the Court award them 35% of the Settlement Fund (\$313,305.30) as attorneys’ fees as well as their out-of-pocket litigation expenses, also to be paid from the Settlement Fund.

F. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? The Court will hold a hearing to decide whether the proposed settlement is fair and reasonable and should be approved. At that fairness hearing, the Court will hear any objections and arguments about the proposed settlement, including about the attorneys’ fees and expenses requested by Class Counsel and the incentive award requested for the Class Representative. The fairness hearing will take place on _____, at _____, in Courtroom 2016 of the Eighteenth Judicial Circuit, DuPage County, Law Division, 505 N. County Farm Rd., Wheaton, IL 60187. **You do not need to attend this hearing unless you object.** The fairness hearing may be continued to a future date without further notice, and the hearing may be conducted remotely due to the ongoing Covid-19 pandemic. If the Court does not approve the settlement, the litigation will proceed as if no settlement has been attempted. If the settlement is not approved, there is no assurance that the Settlement Class will recover more than is provided in the settlement, or anything at all.

G. HOW DO I OBTAIN MORE INFORMATION? This description of the litigation is general and does not cover all of the issues and proceedings. If you have specific questions, you may write to Class Counsel at the address above. Include the case number, your name, your fax number, and your telephone number. Or, you may call Class Counsel at 312-861-1800. You may contact the Settlement Administrator (Class-settlement.com) by calling [number]. To obtain a copy of the settlement agreement, you may visit the settlement website, [website]. To review the Class Action Complaint and other documents in this case, you may visit the office of the Clerk of the Circuit Court of Eighteenth Judicial Circuit, DuPage County, Law Division, 505 N. County Farm Rd., Wheaton, IL 60187, where files relating to this Lawsuit will be available for inspection and copying at your own expense.

Please do not contact the Clerk of the Court, the Judge, or the Judge’s staff, because they cannot answer your questions or give you advice about this settlement.

BY ORDER OF THE COURT

PROOF OF CLAIM

Karikari v. Carnagio Enterprises, Inc., 2019L000168 (DuPage Cty., Ill.)

Completed Claim Forms will be due to the Settlement Administrator by
_____ (within 60 days after Class Notice is sent)

*You Must Complete **BOTH** Steps to Claim a Share of the Settlement Fund.*

1. You Must Provide Your Contact Information.

Name: _____

Class Member ID Number: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Email Address: _____

2. You Must Verify that You Used Your Biometric Information When You Clocked In at Carnagio.

“I worked at a Carnagio Enterprises, Inc. facility at some point between February 11, 2014 and the date of preliminary approval, and I provided my fingerprint, finger scan, or retina scan.”

(Electronically sign your name here)

For More Information, please contact the Settlement Administrator at:

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

ANGELA KARIKARI, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiff,)	
)	
v.)	No. 2019 L 000168
)	
CARNAGIO ENTERPRISES, INC.,)	
)	
Defendant.)	

FINAL APPROVAL ORDER

The matter coming before the Court on the request for final approval of the class action settlement by plaintiff, Angela Karikari (“Plaintiff”), and defendant Carnagio Enterprises, Inc. (“Defendant”), due notice having been given, the parties appearing through counsel, and the Court being fully advised in the premises, **IT IS HEREBY ORDERED:**

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

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

3. On _____ this Court preliminarily approved the Settlement Agreement and certified for settlement purposes the Settlement Class defined as follows: “All persons employed by Carnagio Enterprises, Inc. who logged onto, interfaced with, or used any software, systems, or devices that used the individual’s finger, hand, face, retina, or any biometric identifier of any type in any restaurant owned by Carnagio Enterprises, Inc. and did not sign a written consent before use of the biometric systems, between February 11, 2014 and the date of preliminary approval” (“Class Members”).” Excluded from the Settlement Class are (1) Defendant, any parent, subsidiary, affiliate, or controlled person of Defendant, as well as its attorneys, officers, directors, or agents, and the immediate family members of such persons; (2) the named counsel in the Action and any employee of their office or firm; and (3) the judge(s) assigned to the Action and his or her staff.

4. The Court confirms the preliminary appointment of Angela Karikari as the “Class Representative” and Plaintiff’s attorneys (David J. Fish and Mara Baltabols of Fish Potter Bolaños, P.C. and David M. Oppenheim of Bock, Hatch & Oppenheim) as Class Counsel.

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

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

7. ____ objections were received. The Court has considered and overruled each of these objections. None raised a valid concern about the settlement.

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

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

10. Defendant has agreed to make available up to \$895,158.00 (the "Settlement Fund") to pay approved claims, class action settlement administration

costs, Class Counsel's attorney's fees, costs, and expenses, and a service award to Plaintiff as determined and awarded by this Court.

11. As agreed in and subject to the Settlement Agreement, each person who submitted a timely and valid claim will be paid their share of the Settlement Fund, which shall be calculated as follows: the Settlement Fund minus both the Service Award and Class Counsel's Requested Fees and Expenses, which amount is then divided by the 1,417 persons on the Notice List. The Settlement Administrator will cause those payments to be made after receiving the Settlement Fund from Defendant. Checks issued to the claimants will be void 121 days after issuance and any part of the Net Settlement Amount not claimed by Class Members shall remain the property of the Defendant and be returned to the Defendant upon final approval except that the first \$15,000 of such amount shall be provided to Prairie State Legal Services.

12. The Court approves Class Counsel's request for attorneys' fees of \$313,305.30 plus expenses in the amount of \$_____. Defendant shall pay this amount from the Settlement Fund.

13. The Court approves a \$10,000 service award to the named Plaintiff, Angela Karikari, for serving as the Class Representative. Defendant shall pay this amount from the Settlement Fund.

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

15. This action is hereby dismissed with prejudice and without taxable costs to any Party.

16. Claims or causes of action of any kind by any Settlement Class member or anyone claiming by or through him, her or it brought in this Court or any other forum (other than those by persons who have opted out of this action) are barred pursuant to the Releases set forth in the Settlement Agreement. All persons and entities are enjoined from asserting any claims that are being settled or released herein, either directly or indirectly, against Defendant, in this Court or any other court or forum.

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

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

BY ORDER OF THE COURT

Dated: _____

Honorable Judge