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EXHIBIT 1

Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement,” including the attached Exhibits, which are an integral part of the Agreement and incorporated in their entirety by reference) is entered into by and between BioMetric Impressions Corp. (“BIC”) and Plaintiffs Paul Sayas and Benjamin Varo (“Plaintiffs”), individually and on behalf of the Settlement Class, in the case of *Sayas v. BioMetric Impression Corp.*, Case No. 2020 CH 000210, pending in the Circuit Court of Cook County, Illinois (the “Litigation”). BIC and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On January 8, 2020, Sayas filed a putative class action lawsuit against BIC alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, et seq. (“BIPA”) in the Circuit Court of Cook County, Illinois. The case was assigned to, and is pending before, the Honorable Allen P. Walker (the “Court”).
2. On July 24, 2020, Plaintiffs filed their First Amended Complaint adding Varo as a named plaintiff. And on January 7, 2022, Plaintiffs filed their Second Amended Complaint.
3. Throughout the Litigation, the Parties have engaged in extensive motion practice, including briefing and arguing successive motions to dismiss.
4. After BIC’s most recent Motion to Dismiss was fully briefed and argued, but before it was decided by the Court, the Parties engaged in a formal, full-day mediation session with the Honorable Morton Denlow (Ret.) of JAMS via Zoom.
5. Following nearly eight months of arms’-length negotiations, the Parties reached agreement on the terms of a settlement by which the Parties wish to resolve all matters pertaining to, arising from, or associated with the Litigation, and as set forth herein, all claims Plaintiffs and members of the class they seek to represent have or may have had against the Releasees, through August 14, 2023.
6. As part of the settlement, 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.
7. BIC denied and continues to deny all allegations and all charges of wrongdoing or liability of any kind whatsoever that Plaintiffs or members of the Settlement Class presently have asserted in this Litigation or may in the future assert. Despite BIC’s belief that it is not liable for, and has good defenses to, the claims alleged in the Litigation, BIC 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.

8. Plaintiffs 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 Plaintiffs and the Settlement Class, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be protracted and expensive if not settled by voluntary agreement; (d) 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 (e) the Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
9. 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.
10. 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 Releasers release BIC and the Releasees of the Released Claims, without costs as to Releasees, Plaintiffs, 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. ADDITIONAL DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

11. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing Notice, communicating with Settlement Class Members, costs of determining whether submitted Claim Forms are Approved Claims, and disbursing payments to the proposed Settlement Class Members.
12. "Approved Claim" shall mean any timely and complete claim form, submitted by a Settlement Class Member, that has been approved for payment by the Settlement Administrator.

13. “BIC” shall mean Defendant BioMetric Impressions Corp.
14. “Claim Form” shall mean the form that Settlement Class Members must submit to obtain compensation under the settlement.
15. “Claims Deadline” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if submitted electronically) to be considered timely and shall be set as a date approximately ninety (90) days after dissemination of the Notice pursuant to this Settlement Agreement, or such other date as ordered by the Court. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, the Notice, and the Claim Form.
16. “Class Counsel” shall mean Bradley Levison and Elissa Hobfoll of Herschman Levison Hobfoll PLLC.
17. “CMS” shall mean the Illinois Department of Central Management Services.
18. “CMS Contract” shall mean the contract between BIC and CMS titled State of Illinois Contract, Central Management Services Fingerprinting and Photographic ID Services, Number 19-416CMS-BOSS4-P-4770, effective October 26, 2018.
19. “Counsel” or “Counsel for the Parties” shall mean both Class Counsel and Defendant’s Counsel, collectively.
20. “Defendant” shall mean BIC.
21. “Exhibits” shall mean the exhibits attached to this Agreement.
22. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
23. “Defendant’s Counsel” shall mean McDonald Hopkins LLC; Litchfield Cavo, LLP; and Molzahn, Reed & Rouse, LLC.
24. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.
25. “Fee Award” shall mean the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
26. “Final” shall mean the Final Approval Order has been entered on the docket, and:
(a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court following the resolution of the appeal enters a further order or orders approving 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).

27. “Final Approval Hearing” shall mean the hearing before the Court where the Plaintiffs will request a final order be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an Incentive Award to the Plaintiffs.
28. “Final Approval Order” shall mean an order entered by the Court that:
- a. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - b. 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;
 - c. Dismisses the Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - d. Approves the Release provided in Section V and orders that, as of the Effective Date, the Released Claims will be released as to the Releasees; and
 - e. Reserves jurisdiction over the settlement and this Agreement.
29. “Incentive Award” shall have the meaning ascribed to it as set forth in Section XV of this Agreement.
30. “Net Settlement Fund” shall mean the Settlement Fund, plus all accrued interest, less all costs and expenses by the Settlement Administrator including Administrative Expenses, Fees Award, Incentive Award, and other agreed-upon costs and expenses related to providing Notice of the proposed settlement to the Settlement Class and the administration of the settlement and less tax and tax expenses.
31. “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 Exhibits A and B and is consistent with the requirements of due process.
32. “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-five (45) days after dissemination of the Notice pursuant to this Settlement Agreement, or such other date as ordered by the Court.
33. “Plaintiffs” shall mean Paul Sayas and Benjamin Varo.
34. “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 Notices set forth in this Agreement.

35. “Released Claims” shall mean any and all claims of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, both known and unknown, against any of the Releasees, that have been or could have been asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, or common law and any statutory claims), by or on behalf of the Releasers related to or arising from the use of any biometric identifiers and/or biometric information.
36. “Releasees” shall mean BIC and its direct and indirect parents and subsidiaries, affiliates, brands, owners, shareholders, directors, officers, managers, employees, assignors, attorneys, representatives, insurers, and each of their related and affiliated parent or subsidiary companies and divisions.
37. “Releasers” shall mean Plaintiffs and any Settlement Class Members, in their individual or representative capacities, and their respective heirs, agents, attorneys, trusts, executors, estates, assigns, representatives, spouses, family members, and anyone claiming injury on their behalf.
38. “Settlement Administrator” shall mean the third-party agent that shall implement and administer the claims process and distribution of settlement proceeds to Settlement Class Members, as well as any award of Attorneys’ Fees and Costs.
39. “Settlement Class” or “Settlement Class Members” shall mean all persons who were fingerprinted by BIC: (a) between January 8, 2015 and August 14, 2023, and (b) for whom such fingerprinting services were *not* paid for by the State of Illinois pursuant to the CMS Contract. The following entities and individuals are excluded from the Settlement Class: (a) BIC’s officers and directors, and their immediate family members; (b) judicial officers and their immediate family members and associated court staff assigned to this case; and (c) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class as provided in this Agreement.
40. “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 A through E (or any forms of these notices that are approved by the Court), this Settlement Agreement, and Court documents related to the settlement. The URL of the Settlement Website shall be www.BICBIPASettlement.com, or such other URL as the Parties may subsequently agree on in writing. Settlement Class Members shall be able to submit Claim Forms via the Settlement Website.

III. SETTLEMENT CLASS CERTIFICATION

41. For the purposes of the settlement only, the Parties stipulate and agree that: (a) the Settlement Class shall be certified in accordance with the definition contained in Paragraph 43, below; (b) Plaintiffs shall represent the Settlement Class for settlement purposes and shall be the Settlement Class representatives (the “Class Representatives”); and (c) Plaintiffs’ Counsel shall be appointed as Class Counsel.
42. BIC does not consent to certification of the Settlement Class for any purpose other than to effectuate the settlement. If the Court does not enter Final Approval of the Settlement Agreement, or if for any other reason final approval of the Settlement Agreement does not occur, is successfully objected to, or challenged on appeal, any certification of any Settlement 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. In the event that Final Approval of the Settlement Agreement 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 BIC does not oppose certification of a Settlement Class under this Agreement, and that the Court preliminarily approved certification of a Settlement 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.
43. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes: *All persons who were fingerprinted by BIC: (a) between January 8, 2015 and August 14, 2023, and (b) for whom such fingerprinting services were not paid by the State of Illinois pursuant to the CMS Contract.*
44. If for any reason the Settlement Agreement is not granted preliminary and/or Final approval, BIC’s agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT FUND

45. **Establishment of Settlement Fund**
 - a. Within forty-five (45) days after the entry of the Preliminary Approval Order and receipt of payee instructions and a Form W-9 for the payee, BIC shall pay, or cause to be paid, to the Settlement Administrator the amount of Ten Million Eight Hundred Fifty Thousand Dollars (\$10,850,000.00) to create a settlement fund (the “Settlement Fund”).
 - b. The funds provided by or on behalf of BIC to the Settlement Administrator will 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.

- c. The Net Settlement Fund shall be distributed to the Settlement Class as set forth in this Agreement if the proposed settlement is approved and becomes Final.
- d. If the Settlement Agreement does not receive Final approval, the Settlement Fund belongs to BIC's respective insurers who funded the Settlement Fund, less any Administrative Expenses paid to date.
- e. The Settlement Fund shall be used to pay: (i) the Settlement Class Members; (ii) Incentive Awards to the Plaintiffs; (iii) the Fee Award; and (iv) costs of administration of the Agreement to the Settlement Administrator, including without limitation payment of Administrative Expenses. Administrative Expenses and any award of attorneys' fees or any other fees, costs, or benefits otherwise awarded in connection with the Settlement Agreement, shall be payable solely out of the Settlement Fund.
- f. The Settlement Fund represents the total extent of BIC's and the other Releasees' monetary obligations under the Settlement Agreement. BIC's contribution to the Settlement Fund shall be fixed under this Section and be final. BIC and the other Releasees shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the settlement beyond the Settlement Fund.

46. **Procedure for Approving Settlement**

- a. Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval to the settlement, setting a date for the Final Approval Hearing, and approving the Notice (the "Unopposed Motion for Preliminary Approval").
- b. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order: granting conditional certification of the Settlement Class and preliminary approval of the Settlement Agreement; appointing Class Counsel and Plaintiffs as Class Representatives; approving the forms of Notice to the Settlement Class of the settlement; and setting the Final Approval Hearing.
- c. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Litigation as if the settlement had not occurred.

47. **Claims Process**

- a. Any Settlement Class Member who wishes to receive a payment from the Settlement Fund must submit to the Settlement Administrator, on or before the Claims Deadline, a Claim Form: (i) identifying their full name, mailing address, and contact telephone number; and (ii) providing the unique Claim ID that was sent to them by the Settlement Administrator. Any Settlement Class Member who misplaces or does not receive their unique Claim ID may call the Settlement Administrator to request that their Claim ID be re-issued. The Settlement Administrator shall seek information from the caller to confirm his or her status as a Settlement Class Member before re-issuing the Claim ID. In the alternative, any individual who did not receive a Claim ID but believes they may be Settlement Class Member may submit to the Settlement Administrator by U.S. Mail only, on or before the Claims Deadline, a Claim Form identifying their full name, mailing address, contact telephone number, month and year they were fingerprinted by BIC, and any other information the Settlement Administrator deems necessary to determine the validity of the claim. The Settlement Administrator may use standard fraud-detection and –prevention techniques to validate claims.
- b. The Claim Form must be submitted (electronically submitted or postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as Exhibit C.
- c. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via email, or via U.S. Mail for processing and assessment.
- d. The Settlement Administrator will determine whether the Claim Form submitted by any Settlement Class Member is an Approved Claim.
- e. In consultation with the Settlement Administrator, BIC shall have the right to establish reasonable fraud control measures and standards to be applied and, as appropriate, Settlement Class Members shall be permitted to try to cure any deficiencies with their Claim Form within twenty-eight (28) days after the Claims Deadline to submit a Claim Form for payment.
- f. A Settlement Class Member is not entitled to any monetary compensation from the Net Settlement Fund if he/she submits a Claim Form after the Claims Deadline, and/or if the Claim Form is incomplete after an opportunity to cure any deficiencies or contains false information.
- g. Within forty-two (42) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing: (i) all the Approved Claims; and (ii) any Claim Forms received but determined not to be Approved Claims.

48. **Distribution of the Net Settlement Fund**

- a. All Settlement Class Members shall receive their share of the Net Settlement Fund, contingent upon a determination by the Settlement Administrator that the Settlement Class Member has submitted an Approved Claim, as set forth below.
 - i. If the total dollar amount of the Net Settlement Fund is greater than the total value of all Approved Claims, then each Settlement Class Member who submitted an Approved Claim will receive a maximum of \$1,000 on account of their Approved Claim.
 - ii. If the total dollar amount of the Net Settlement Fund is less than the total value of all Approved Claims, each Settlement Class Members shall be entitled to a payment of a pro rata share of the Net Settlement Fund.
- b. There shall be no reverter, and any residual funds of the Settlement Fund remaining after the distributions described herein shall be disbursed to a *cy pres* to Prairie State Legal Services and Equip for Equality, in equal shares, as approved by the Court.
- c. Within sixty (60) days of the Effective Date, the Settlement Administrator shall send payment by electronic means (*e.g.*, Venmo or Zelle) or check by First Class U.S. Mail to each Settlement Class Member who submitted an Approved Claim. Any such checks shall expire one hundred twenty (120) days after issuance. Any funds associated with expired checks are residual funds within the meaning of the preceding paragraph.
- d. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel will not have any liability for lost or stolen checks, forged signatures on checks, unauthorized negotiation of checks, or failure to timely cash a check within the 120-day period.
- e. Defendant's Counsel and Class Counsel will provide their best information to and cooperate with the Settlement Administrator to respond to any reasonable inquiries from the Settlement Administrator necessary to complete its responsibilities under this Agreement.
- f. If any deadline under the Agreement falls on a Saturday, Sunday, or legal holiday, the Parties agree that the deadline will be deemed to be the next business day.

V. **RELEASE**

49. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiffs and the Settlement Class, (a) the Litigation, (b) any claims by the Releasers against the Releasees, and (c) 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 Releasees by the Releasers in the Litigation or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims. This Release becomes effective upon Final approval of this Settlement Agreement.

50. Each Releaser waives any and all defenses, rights, 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.

VI. BIC AS A STATE CONTRACTOR

51. In the Litigation, Plaintiffs disputed whether and to what extent BIC acted as a contractor, subcontractor, or agent of a State agency or local unit of government and, if it was acting as a contractor, subcontractor, or agent of a State agency or local unit of government whether it was working for a state agency or local unit of government when it collected Plaintiffs' fingerprints.
52. In entering into the instant Settlement Agreement, Plaintiffs affirm and acknowledge that there are substantial risks in pursuing claims against BIC while it was acting as a contractor, subcontractor, or agent of a State agency or local unit of government and where it was also working for a state agency or local unit of government.
53. The Parties affirm and acknowledge that the Settlement Class expressly excludes those individuals who were fingerprinted by BIC between January 8, 2015, and August 14, 2023, for whom such fingerprinting services were paid for by the State of Illinois pursuant to the CMS Contract.
54. Plaintiffs hereby acknowledge and agree that there may be certain circumstances, including, without limitation, actions taken pursuant to the CMS Contract, at the direction of a state agency or local unit of government, where the state pays for said actions, when BIC is serving as a contractor, subcontractor, or agent of a State agency or local unit of government and working for a state agency or local unit of government within the meaning of BIPA Section 25(e), and that in those specific circumstances, BIPA either does not or is extremely unlikely to apply to BIC pursuant to Section 25(e).
55. BIC therefore has, and shall have, no obligations under BIPA for any person whose fingerprints BIC collects, captures, purchases, receives through trade, or otherwise obtains pursuant to the CMS Contract and/or in service as a contractor, subcontractor, or agent of a State agency or local unit of government when working for that State agency or local unit of government.

VII. PROSPECTIVE RELIEF

56. BIC shall update its policy regarding the retention and destruction of biometrics, as well as the notice and consent form(s) it provides to persons from whom fingerprints are collected, in an effort to ensure, to the extent possible and required, future compliance with BIPA.
57. Class Counsel had an opportunity to review the updated policy and form(s), and acknowledges that the policy and form(s) satisfy BIC's obligations under this Agreement and with respect to future compliance with BIPA.
58. Notwithstanding anything herein, BIC shall have the right to unilaterally modify, update, and/or enhance its biometric policies and notice/consent form(s) in the future as may be required or prudent according to business or regulatory needs.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

59. This Settlement Agreement shall be subject to approval of the Court. As set forth in Section XII, BIC shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement.
60. Plaintiffs, through Class Counsel, shall submit this Agreement and its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of Exhibit D, which order shall set a Final Approval Hearing date and approve the Notices.
61. 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 and twenty (120) days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.
62. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for: (a) final approval of the Settlement Agreement; (b) final appointment of the Class Representatives and Class Counsel; and (c) final certification of the Settlement Class, including for the entry of a Final Approval Order identical in all material respects to the proposed Final Approval Order attached hereto as Exhibit E, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

63. Class List

- a. The “Class List” includes the names and last known contact information, such as mailing addresses, e-mail address, and phone number of potential Settlement Class Members to the extent known by BIC.

64. Type of Notice Required

- a. The Notice, which shall be substantially in the form of Exhibits A and B 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: (i) protect their rights regarding the settlement; (ii) request exclusion from the Settlement Class and the proposed settlement, if desired; (iii) object to any aspect of the proposed settlement, if desired; and (iv) 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. Notice shall occur by means of single-postcard mailer or e-mail address (where available), and potentially also by substitute media notification, according to a targeted media campaign designed by the Settlement Administrator, if such substitute notice is deemed necessary based on availability of contact information for Settlement Class Members.
- c. Dissemination of the Notice in the form of Exhibit A shall be the responsibility of the Settlement Administrator and shall be commenced within thirty (30) days after entry of the Preliminary Approval Order. The text of the Notices shall be agreed upon by the Parties and shall be substantially in the forms attached as Exhibit A and Exhibit B hereto. The Claim Forms shall be made available on the Settlement Website.
- d. Notice of the settlement (substantially in the form of Exhibit B) shall be posted on the Settlement Website within thirty (30) days of the entry of the Preliminary Approval Order.
- e. On a rolling basis, the Settlement Administrator will make reasonable efforts in accordance with customary practice to provide Notice to the Settlement Class, update addresses and information about Settlement Class Members, and provide updates to Counsel. These efforts may include obtaining current addresses through a “skip trace” search through the National Change of Address database for any Settlement Class Members whose Notice or settlement check is returned as undeliverable, and reissuing checks, after verification, where updated mailing addresses are provided by a Settlement Class Member or a Settlement Class Member indicates he or she has not received a check.

X. EXCLUSIONS

65. Exclusion Period

- a. Settlement Class Members will have up to and including forty-five (45) days after dissemination of the Notice to exclude themselves from the settlement in accordance with this Section. If the Settlement Agreement receives Final approval by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged by the Settlement Class. The Settlement Administrator shall provide copies of all opt-out requests to Counsel within seven (7) days of the receipt of each such request.

66. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked 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, and telephone number; the name and number of this case, and a clear statement that they wish to be excluded from the Settlement Class. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered 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 any order or judgment; (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.
- d. The request for exclusion must be personally submitted by the person requesting exclusion. So called “mass” or “class” exclusion requests shall not be allowed.
- e. Within fourteen (14) days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide 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.

XI. OBJECTIONS

67. The Notices 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 Notices 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: (a) file copies of such papers they proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) send copies of such papers via U.S. 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, and any other communication relating to this settlement.
68. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) their full name, address and current telephone number; (b) the case name and number of this Litigation; (c) the approximate timeframe and location in which they were fingerprinted by BIC, and the reason for which they sought such fingerprinting; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections they have filed, or had filed on their behalf, in any other class action cases in the last four years; and (f) the objector's signature. If represented by counsel, the objector must also provide the name and telephone number of their counsel. If the objector 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.
69. 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 Settlement Agreement shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

XII. FINAL APPROVAL HEARING

70. The Parties will jointly request that the Court hold a Final Approval Hearing approximately one hundred and twenty (120) 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: (a) consider any properly filed objections; (b) determine whether the Settlement Agreement 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 (c) enter the Final Approval Order, including Final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

71. Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall provide to Counsel, and Class Counsel shall thereafter file with the Court, a list of those persons who have timely and validly excluded themselves from the settlement.

XIII. FINAL APPROVAL ORDER

72. 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.
73. The Parties shall jointly submit to the Court a proposed order, substantially in the form attached hereto as Exhibit E that, without limitation:
- a. Grants Final approval to 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 BIC 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 Settlement Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, BIC, and the settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.
74. Class Counsel shall use their best efforts to assist BIC in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIV. TERMINATION OF THE SETTLEMENT

75. 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;
 - c. The Court refuses to grant final approval of this Agreement in any material respect; or
 - d. The Court refuses to enter the Final Approval Order in this Litigation in any material respect.
76. The Settlement Agreement may be terminated and cancelled at the sole and exclusive discretion of BIC if 200 or more of the Settlement Class Members timely and validly exclude themselves from the Settlement Class, on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. BIC may exercise its right to terminate this Agreement under this subsection by providing written notification to Class Counsel of its election no later than five (5) business days after the Settlement Administrator has delivered to the Parties a written list of all persons who have opted out of the Settlement. Neither BIC, the Released Parties, nor anyone acting on their behalf, shall, either directly or indirectly, solicit, request, encourage, or induce any Settlement Class Member to request exclusion from or opt out of the Settlement Agreement.
77. In the event the Settlement Agreement is not approved or does not become Final, or is terminated consistent with this Settlement Agreement, 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.

XV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND INCENTIVE AWARD

78. At least fourteen (14) days prior to the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed 33.3% of the Settlement Fund, or Three Million Six Hundred Thirteen Thousand and Fifty Dollars (\$3,613,050.00), plus reasonable out-of-pocket litigation costs not to exceed \$30,000.00. Unless otherwise ordered by the Court, Class Counsel shall substantiate their out-of-pocket costs by affidavit.
79. BIC agrees not to oppose an application for a Fee Award by Class Counsel in an amount not more than 33.3% of the Settlement Fund, or Three Million Six Hundred Thirteen Thousand and Fifty Dollars (\$3,613,050.00). Class Counsel agrees not to seek or accept a Fee Award in excess of this amount from the Court.

80. The Court's consideration of the Fee Award shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement. In the event that the Court reduces the award of attorneys' fees or costs after distribution from the Settlement Administrator to Class Counsel, the amount of the reduction will be returned to the Settlement Administrator for distribution to the Settlement Class member who have timely submitted an approved Claim Form on a pro rata basis.
81. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within thirty (30) days after the entry by the Court of an Order approving the Fee Award, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.
82. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for an incentive award for each Class Representative in an amount not to exceed Six Thousand Dollars (\$6,000.00) (the "Incentive Award"), and BIC agrees that it will not oppose such a request.
83. BIC shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund.

XVI. MISCELLANEOUS REPRESENTATIONS

84. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith 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 to endeavor to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.
85. 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 Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by BIC, or each or any of them, in bad faith or without a reasonable basis.

86. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this 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 the same.
87. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
88. 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.
89. 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, term sheets, 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.
90. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
91. The Parties agree that Exhibits A through E to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
92. 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.
93. Except as otherwise provided herein, each Party shall bear its own costs.
94. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Releasees to any other person or party.
95. 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.
96. 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 (a) constitute, be construed, be offered, or received into evidence 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 (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

97. 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: (a) to enforce the terms and provisions hereof or thereof; (b) as may be authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto; (c) to establish payment, or an affirmative defense of preclusion, release, or bar in a subsequent case or Related Action; (d) in connection with any motion to enjoin, stay or dismiss any other action; or (e) to obtain Court approval of the Settlement Agreement.
98. 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. Plaintiffs and Class Counsel shall not make any public statement, including any statement to the press, regarding the settlement. Similarly, Defendant and Defendant's Counsel shall not make any public statement, including any statement to the press, regarding the settlement. This Section shall not be construed to limit or impede the notice requirements of Section XI above, nor shall this Section be construed to prevent Class Counsel or Defendant from notifying or explaining to potential Settlement Class Members of this case and that it has settled, nor shall this Section limit the representations that the Parties or their Counsel may make to the Court to assist in its evaluation of the proposed Settlement Agreement. Defendant may also provide information about the settlement to its shareholders, partners, shareholders, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws or regulations.
99. 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.
100. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.
101. 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.
102. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

- 103. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.
- 104. If the Parties disagree over the meaning of any of the terms in this Agreement or the negotiation of, compliance, or implementation of such terms, and cannot resolve such disagreement themselves, they agree to promptly submit the issue to mediation with the mediator who facilitated this settlement. The mediator will have authority to make a binding determination to resolve the disagreement.
- 105. Unless otherwise stated herein, any notice to a Party 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:

Elissa Hobfoll
HERSCHMAN LEVISON HOBFOLL PLLC
401 S. LaSalle Street, Ste. 1302G
Chicago, Illinois 60605
Tel: 312.870.5800
elissa@hlhlawyers.com

If to Defendant's Counsel:

Christopher G. Dean
MCDONALD HOPKINS LLC
300 N. LaSalle Street, Ste. 1400
Chicago, Illinois 60654
Tel: (216) 430-2045
cdean@mcdonaldhopkins.com

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed.

BIOMETRIC IMPRESSIONS CORP.



Signature

James E. Williams Jr.

Printed Name

President / CEO

Title

Dated: 10-23-2023

PAUL SAYAS

Signature

Printed Name

Dated: _____

BENIAMIN VARO

Signature

Printed Name

Dated: _____

FILED DATE: 10/23/2023 7:37 PM 2020CH00201

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed.

BIOMETRIC IMPRESSIONS CORP.

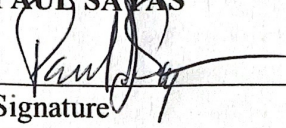
Signature

Printed Name

Title

Dated: _____

PAUL SAYAS



Signature

Paul Jacobs Sayas

Printed Name

Dated: 10/23/23

BENIAMIN VARO

Signature

Printed Name

Dated: _____

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed.

BIOMETRIC IMPRESSIONS CORP.

PAUL SAYAS

Signature

Signature

Printed Name


Printed Name

Title

Dated: _____

Dated: _____

BENIAMIN VARO



Signature

BENIAMIN VARO

Printed Name

Printed Name

Dated: 10/23/23

FILED DATE: 10/23/2023 7:37 PM 2020CH00201

EXHIBIT

A

**If You Were Fingerprinted by BioMetric Impressions Corp. on or after January 8, 2015,
You May Be Eligible for a Cash Payment from a Class Action Settlement.**

A proposed settlement has been reached in a class action lawsuit against BioMetric Impressions Corp. ("BIC") regarding fingerprinting services it conducted allegedly in violation of the Illinois Biometric Information Privacy Act ("BIPA"). The case is *Sayas v. BioMetric Impression Corp.*, Case No. 2020 CH 000210, pending in the Circuit Court of Cook County, Illinois (the "Court"). Although BIC denies the allegations and any wrongdoing, the parties have decided to settle their dispute (the "Settlement"). BIC's agreement to settle this matter is not an admission of any wrongdoing, and the Court has not made any determination that BIC violated the law.

Why am I being contacted? BIC's records indicate that you may be within a class of individuals who were fingerprinted by BIC during the relevant time period and may be eligible to receive a payment from the Settlement (the "Class").

Who's included in the Class? All persons who were fingerprinted by BIC: (a) between January 8, 2015 and August 14, 2023; and (b) for whom such fingerprinting services were not paid by the State of Illinois pursuant to the CMS Contract (as defined in the settlement agreement).

What does the Settlement provide? BIC has agreed to create a fund in the amount of \$10,850,000 to pay class members; settlement administration expenses; attorneys' fees, costs and expenses; and class representatives service award (the "Settlement Fund"). Each Class member who submits a timely, valid claim form may receive a payment out of the Settlement. Following the timely submission of a valid claim form and final approval of the Settlement by the Court, this payment will be sent to you via electronic means or check. Although the exact amount of each Class member's payment is and will be unknown until the Court grants final approval of the Settlement, Class members who timely submit a valid claim form are eligible to receive **up to \$1,000**. The amount could be less depending on several factors, including how many Class members return valid claim forms. To receive a cash payment from the fund, you must complete and submit a Claim Form by **[90 days after Notice deadline]**. Claim Forms can be completed online at www.BICBIPASettlement.com. You may submit your Claim Form at that website, via email, or by mail. For more information about this Settlement, including its benefits, your options, and a copy of the Agreement itself, please visit www.BICBIPASettlement.com or call the number below. Please call the number below if you need to update your mailing address.

Your rights may be affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by **[45 days after Notice deadline]**. If you do not exclude yourself, you will release your claims against BIC related to the alleged violations of BIPA, as more fully described in the Settlement Agreement. If you stay in the Settlement, you may object to it by **[45 days after Notice deadline]** to consider whether to approve the Settlement Agreement, Class counsel's request for attorneys' fees of up to 33.3% of the Settlement Fund plus reasonable out-of-pocket litigation costs not to exceed \$30,000, and a service award for the Class representatives of \$6,000. 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.

***For more information visit [\[website\]](#)
or call 1-999-999-9999.***

EXHIBIT

B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT FOR INDIVIDUALS
FINGERPRINTED BY BIOMETRIC IMPRESSIONS CORP.
ON OR AFTER JANUARY 8, 2015**

Sayas v. BioMetric Impression Corp., Case No. 2020 CH 000210 (Cook County, Il.)

For more information, visit www.BICBIPASettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WERE FINGERPRINTED BY BIOMETRIC IMPRESSIONS CORP. ON OR AFTER JANUARY 8, 2015.

This is a court-authorized notice of a proposed class action settlement.

WHAT IS THIS NOTICE?

This is a court-authorized notice of a proposed settlement (the “Settlement”) in a class action lawsuit, *Sayas v. BioMetric Impression Corp.*, Case No. 2020 CH 000210 (the “Litigation”), pending in the Circuit Court of Cook County, Illinois before the Honorable Allen P. Walker (the “Court”). The Settlement would resolve the Litigation brought on behalf of persons who allege BioMetric Impressions Corp. (“BIC”) fingerprinted them without first providing the written disclosures and obtaining the written consent required by the Illinois Biometric Information Privacy Act. The Court granted preliminary approval of the Settlement Agreement 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 Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THE LITIGATION 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 of another individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining written consent. The Litigation alleges that BIC violated BIPA by fingerprinting individuals without first providing them the written disclosures and obtaining the written consent required by the law. BIC contests these claims 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.” When a Class Action is settled, the settlement, which must be approved by the court, resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

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 by the Class related to BIC’s fingerprinting services. If approved by the Court, the Settlement Agreement calls for BIC to create a settlement fund, which will then be used to pay valid claims by the Settlement Class, settlement administration expenses, attorneys’ fees and costs to Class Counsel, and a service award to the Class Representatives. The Settlement is not an admission of wrongdoing by BIC and does not imply that there has been, or would be, any finding that they violated the law.

The Court already has preliminarily approved the Settlement Agreement. 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

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

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QUESTIONS? VISIT [\[www.BICBIPASettlement.com\]](http://www.BICBIPASettlement.com) OR CALL TOLL FREE [1-999-999-9999](tel:1-999-999-9999).

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approval to the Settlement Agreement 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, and to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement 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?

The Settlement Class includes all persons who were fingerprinted by BIC: (a) between January 8, 2015 and August 14, 2023; and (b) for whom such fingerprinting services were not paid by the State of Illinois pursuant to the CMS Contract (as defined in the settlement agreement).

WHAT ARE MY OPTIONS?

(1) Accept the Settlement

To accept the Settlement, you must submit a Claim Form by **[90 days after Notice deadline]**. You may obtain a Claim Form at www.BICBIPASettlement.com, and you may submit your Claim Form online at the same website or to the Settlement Administrator via email at Info@BICBIPASettlement.com, or via U.S. Mail at **[redacted]** BIPA Settlement, c/o Epiq Systems, Inc. **[address]**. If the Settlement is approved and your claim is deemed valid, a cash payment will be sent to you by electronic means or check. ***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. If you do so, you will not receive any cash payment, but you will not release any claims you may have against BIC and the Releasees (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against BIC at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at **[Address]** by **[45 days after Notice deadline]**. 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 signature, and a statement that you wish to be excluded.

(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, Daley Center, 50 W. Washington St., Chicago, Illinois 60602. The objection must be received by the Court no later than **[45 days after Notice deadline]**. You must also send a copy of your objection to the attorneys for the parties to the lawsuit, including Class Counsel (Elissa Hobfoll, HERSCHMAN LEVISON HOBFOLL PLLC, 401 S. LaSalle Street, Ste. 1302G, Chicago, Illinois 60605), and the attorneys representing BIC (Christopher G. Dean, MCDONALD HOPKINS LLC, 300 North LaSalle Drive, Suite 1400, Chicago, IL 60654), as well as to the Settlement Administrator Epiq Systems, Inc. at **[address]**, postmarked no later than **[45 after Notice deadline]**. Any objection to the proposed settlement must include your (a) full name, address, and telephone number; (b) the case name and number of this Litigation; (c) the approximate timeframe and location in which they were fingerprinted by BIC, and the reason for which they sought such fingerprinting; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (f) your 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 **[45 days after preliminary approval]**. 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 is to be held on **[date/time]**, in Courtroom **[redacted]** of the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Chicago, Illinois 60602, in person or through

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

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QUESTIONS? VISIT [\[www.BICBIPASettlement.com\]](http://www.BICBIPASettlement.com) OR CALL TOLL FREE 1-999-999-9999.

counsel to show cause of why the proposed Settlement Agreement 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, the request for attorneys' fees and expenses, and/or the request for an incentive 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 Releasees 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 information on how to request exclusion from the class or file an objection, please visit the Settlement website, www.BICBIPASettlement.com, or call (XXX) XXX-XXXX.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. BIC has agreed to create a Settlement Fund in the amount of \$10,850,000 for the Class Members. Class members who timely submit a valid claim form are eligible to receive up to \$1,000 if they were fingerprinted by BIC between January 8, 2015, and August 14, 2023 (and the fingerprinting services were not paid for by the State of Illinois pursuant to the CMS Contract). The exact amount of each payment is and will be unknown until the Court grants final approval of the Settlement. The Settlement Administrator will issue an electronic payment or check to each Class Member who submitted 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 120 days after they are issued. Additionally, the attorneys who brought this lawsuit will ask the Court to award them attorneys' fees of up to 33.3% of the Settlement Fund, plus reasonable out-of-pocket litigation costs not to exceed \$30,000, for the time, expense and effort expended in investigating the facts, litigating the case and negotiating the Settlement. The Class Representatives also will apply to the Court for a payment of up to \$6,000 for their time and service in this matter.

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 BIC and any other Releasees (as defined in the Settlement Agreement), related to the alleged violations of BIPA. 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. 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.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.BICBIPASettlement.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 Agreement. A final hearing on the settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement. 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 Agreement, as well as any requests for an

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

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

award of attorneys' fees, costs, and expenses and a Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on [date/time] at Courtroom [redacted] of the Circuit Court of Cook County, Illinois, Daley Center, 50 W. Washington St., Chicago, Illinois 60602.

If the Settlement Agreement is given final approval, the Court will not make any determination as to the merits of the claims against BIC or its defenses to those claims. Instead, the Settlement Agreement's terms will take effect and the Litigation will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the Litigation, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement Agreement, if it approves the Settlement Agreement and the approval is reversed on appeal, or if the Settlement Agreement 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 Agreement. Plaintiffs, BIC, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and BIC will continue to litigate the lawsuit. If the Settlement Agreement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement Agreement, 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.

Elissa Hobfoll Bradley Levison HERSCHMAN LEVISON HOBFOLL PLLC, 401 S. LaSalle Street, Ste. 1302G Chicago, Illinois 60605 312.870.5800 elissa@hlhlawyers.com brad@hlhlawyers.com
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WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this Litigation. More details are in the Settlement Agreement which, along with other documents, can be obtained at [www.BICBIPASettlement.cpm]. If you have any questions, you can also call the Settlement Administrator at 1-999-999-9999 or Class Counsel at the numbers 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.

By order of: Hon. Allen P. Walker, Circuit Court of Cook County, Illinois

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QUESTIONS? VISIT [www.BICBIPASettlement.com] OR CALL TOLL FREE 1-999-999-9999.

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EXHIBIT C

BIOMETRIC IMPRESSIONS CORP. CLASS ACTION SETTLEMENT

CLAIM FORM

TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY [DATE].

IMPORTANT NOTE: You must complete and submit this claim form by [Date] in order to receive payment. To complete this claim form, read the instructions below in Step 1; truthfully provide the requested information in Step 2; sign the certification in Step 3; fill in the payment selection information in Step 4; and submit the claim form by one of the methods in Step 5.

Each Settlement Class Member may submit only one claim form regardless of the number of times they were fingerprinted by BioMetric Impressions Corp.

STEP 1 – DIRECTIONS

In the spaces below, print your (i) name, (ii) address, (iii) telephone number, (iv) social security number or taxpayer identification number (needed for tax purposes), and (v) the name of the Facility you worked at. Remember that only individuals who were fingerprinted by BIC between January 8, 2015 and August 14, 2023, are eligible to submit a claim.

STEP 2 – CLAIMANT INFORMATION

Name: _____
(First) (Middle Initial) (Last)

Address: _____
(Street)

(City) (State) (Zip Code)

Telephone number: (____) ____ - ____

Social Security Number: ____ - ____ - ____

STEP 3 – CERTIFICATION

I hereby certify that:

Between January 8, 2015 and August 14, 2023, I was fingerprinted by BioMetric Impressions Corp., and to the best of my knowledge BioMetric Impressions Corp. was not paid by the State of Illinois for those fingerprinting services.

I certify that the above statements are true and correct, and that this is the only Claim Form that I have submitted and/or will submit. I further understand that this Claim Form is subject to review for completeness and authenticity by the Settlement Administrator and that I agree that I will not object to a request by the Settlement Administrator or the Parties to this action to contact me if necessary to verify my claim.

Signature

Date

STEP 4 – PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal - Enter your PayPal email address:

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address:

Virtual Prepaid Card - Enter your email address:

Physical Check - Payment will be mailed to the address provided above.

STEP 5 – METHODS OF SUBMISSION

Please submit your completed Claim Form by one of the following methods:

1. Online, by visiting www.BICBIPASettlement.com and completing a claim form there using the Claim ID# found at the top of this Claim Form, no later than midnight, U.S. Eastern Standard Time, on [Date]; **OR**
2. By email, by sending this completed Claim Form to Info@BICBIPASettlement.com no later than midnight, U.S. Eastern Time, on [Date]; **OR**

3. By U.S. mail, by sending this completed and signed Claim Form to the Settlement Administrator, postmarked no later than [Date] and addressed to:

BioMetric Impressions Corp. BIPA Settlement
c/o Settlement Administrator
Epiq Systems, Inc.

XXXXX

XXXXX

EXHIBIT

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

PAUL SAYAS and BENIAMIN VARO, on)	
behalf of themselves and)	
similarly situated individuals,)	Case No. 2020 CH 00201
)	
Plaintiffs,)	Jury Demand
)	
v.)	Judge Allen P. Walker
)	
BIOMETRIC IMPRESSIONS CORP.,)	
)	
Defendant.)	

DRAFT PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter between Paul Sayas and Beniamin Varo (“Plaintiffs”) and Defendant Biometric Impressions Corp. (“Defendant” or “BIC”), as set forth in the Class Action Settlement Agreement (the “Settlement Agreement”) between Plaintiffs and Defendant, and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.

Certification of the Settlement Class

2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Class meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representatives fairly and adequately protects the interests of the

Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Action.

3. Specifically, the Court preliminarily finds that the proposed Settlement Class readily satisfies the numerosity requirement as it includes over 100,000 members.

4. The Court further preliminarily finds common issues of law and fact predominate insofar as Plaintiffs' and the proposed Settlement Class's claims are based upon the same common contention and alleged conduct by Defendant. These common questions of law and fact include, but are not limited to, whether or not: 1) Defendant collected, captured or otherwise obtained Settlement Class Members' fingerprints or biometric information; 2) Defendant properly informed Settlement Class Members of its specific purposes for collecting, using, and storing their biometric identifiers or biometric information; 3) Defendant obtained a written release (as defined in 740 ILCS 14/10) to collect, use, and store Settlement Class Members' biometric identifiers or biometric information; 4) Defendant developed a written policy, made available to the public, establishing a retention schedule and guidelines for permanently destroying biometric identifiers or biometric information when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within three (3) years of Settlement Class Members' last interaction Defendant; 6) Defendant created a material risk that Settlement Class Members' biometric identifiers or biometric information may be unlawfully accessed by third parties; and 6) alleged violations of BIPA were committed negligently or recklessly. Because these questions arise out of Defendant's uniform course of conduct as to all members of the proposed Settlement Class, all will have common, class-wide answers.

5. The Court also preliminarily finds that Plaintiffs' interests are representative of and consistent with the interests of the proposed Settlement Class and that Paul Sayas and Benjamin

Varo have demonstrated that they can, have, and will continue to fairly and adequately represent the class.

6. The Court likewise preliminarily finds that Settlement Class Counsel will also fairly and adequately protect the interests of the Settlement Class Members.

7. The Court preliminarily finds that a class action is the most appropriate way to fairly and efficiently resolve the claims at issue, as it allows the Court to swiftly evaluate common issues regarding Defendant's alleged fingerprint collecting practices, generating a uniform result that will apply to all similarly situated persons.

8. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class, consisting of:

All persons who were fingerprinted by BIC: (a) between January 8, 2015, and August 14, 2023, and (b) for whom such fingerprinting services were *not* paid for by the State of Illinois pursuant to the CMS Contract.

9. The following entities and individuals are excluded from the Settlement Class: (a) Defendant's officers and directors, and their immediate family members; (b) judicial officers and their immediate family members and associated court staff assigned to this case; and (c) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class as provided in this Agreement.

Preliminary Approval of the Settlement

10. The Court further finds that: (1) there is good cause to believe that the Settlement Agreement is fair, reasonable, and adequate, (2) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (3) the Settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

11. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Paul Sayas and Benjamin Varo as Class Representatives.

12. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

Elissa Hobfoll
Bradley Levison
Herschman Levison Hobfoll PLLC
141 S. LaSalle St., Ste. 1302-G
Chicago, IL 60605
Firm ID No. 64134

Notice and Administration

13. Epiq LLC is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this order.

14. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice via U.S. Mail and email (where available), and the creation of the Settlement Website, as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class.

15. The Court hereby directs the Parties and Settlement Administrator to disseminate the Notice to the Settlement Class no later than **XXXXXXXX XX, 2023** (the “Notice Date”).

Exclusions

16. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion Deadline of **XXXXXXXX XX, 2024**. The date of

Objection/Exclusion Deadline shall be set forth clearly in the Notice and on the Settlement Website.

17. To be valid, any request for exclusion must (1) be in writing; (2) identify the case name *Sayas v. Biometric Impressions Corp.*, No. 2020-CH-00201 (Cir. Ct. Cook Cty. Ill.); (3) state the full name and current address of the person in the Settlement Class seeking exclusion; (4) be signed by the person seeking exclusion; and (5) be postmarked or received by the Settlement Administrator on or before **XXXXXXXXXX XX, 2024**. The Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Sayas v. Biometric Impressions Corp.*, No. 2020-CH-00201 (Cir. Ct. Cook Cty. Ill.)” A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if finally approved. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

Objections

18. Any Settlement Class Member may comment in support of, or in opposition to, the Settlement Agreement at their own expense; provided, however, that all comments and objections must be (1) filed with the Court, and (2) postmarked, e-mailed, or delivered to Class Counsel (elissa@hlhlawyers.com) and Defendant’s Counsel (cdean@mcdonaldhopkins.com) no later than the Objection/Exclusion Deadline of **XXXXXXXXXX XX, 2024**.

19. Any Settlement Class Member who intends to object to the Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (1) the Settlement Class Member's full name and current address, (2) a statement that he or she believes himself or herself to be a member of the Settlement Class, (3) the specific grounds for the objection, (4) all documents or writings that the Settlement Class Member desires the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). If an objecting Class Member is represented by counsel, the objection must be through the Court's eFileIL system.

20. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement, the Final Approval Order, or Alternative Approval Order, by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

Claims Deadline

21. All Claim Forms must be postmarked or submitted on the Settlement Website by **XXXXXXXX XX, 2024** (the "Claims Deadline") to be considered timely.

Final Approval Hearing

22. On ____ at ____ [any date convenient to the Court *after* Plaintiff files his motion for final approval on XXXXXXXX XX, 2024] or at such other date and time later set by Court order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (1) final approval of the Settlement Agreement should be granted and (2) Class Counsel’s application for a Fee Award, and an incentive award to the Class Representative, should be granted.

23. Class Counsel shall file papers in support of their Fee Award and the Class Representatives’ incentive award (collectively, the “Fee and Expense Application”) with the Court on or before XXXXXXXX XX, 2024 (i.e., at least 14 days prior to the Final Approval Hearing).

24. Plaintiff shall file his papers in support of final approval of the Settlement Agreement, and in response to any objections, with the Court on or before XXXXXXXX XX, 2024 (i.e., at least 14 days prior to the Final Approval Hearing).

Summary of Deadlines

<p>____, 2023 [30 days after the date of the Preliminary Approval Order]</p>	<p>Deadline for notice of the Settlement to be sent to the Settlement Class Members</p>
<p>____, 2024 [75 days after Preliminary Approval]</p>	<p>Deadline for Settlement Class Members to request exclusion or file objections (Opt-Out and Objection Deadline)</p>
<p>____, 2024 [120 days after the Preliminary Approval]</p>	<p>Deadline for Settlement Class Members to submit claims</p>

<p>____, 2024 [At least 14 days prior to the date of the Final Approval Hearing]</p>	<p>Deadline for Parties to file the following:</p> <ol style="list-style-type: none">(1) List of persons who made timely and proper Requests for Exclusion (under seal);(2) Proof of Class Notice;(3) Petition for attorneys' fees and costs; and(4) Motion and memorandum in support of final approval, including responses to any objections.
<p>____, 2024 at ____ .m. [At least 120 days after the date of the Preliminary Approval Order]</p>	<p>Final Approval Hearing</p>

IT IS SO ORDERED.

ENTERED:

Judge Allen Price Walker

DATED: _____

EXHIBIT

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All persons who were fingerprinted by BIC: (a) between January 8, 2015, and August 14, 2023, and (b) for whom such fingerprinting services were *not* paid for by the State of Illinois pursuant to the CMS Contract.

4. Excluded from the Settlement Class are: (a) Defendant's officers and directors, and their immediate family members; (b) judicial officers and their immediate family members and associated court staff assigned to this case; and (c) all those otherwise in the Settlement Class who timely and properly exclude themselves from the Settlement Class as provided in this Agreement.

5. For settlement purposes, the Court confirms certification of the Settlement Class.

6. For settlement purposes, the Court confirms the appointment of Paul Sayas and Benjamin Varo as Class Representatives.

7. For settlement purposes, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Elissa Hobfoll and Bradley Levison of Herschman Levison Hobfoll PLLC.

8. With respect to the Settlement Class, this Court finds and confirms, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Litigation.

9. Notice to the Settlement Class was provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the Notice—

which included direct notice via U.S. Mail and email (where available), and by substitute media notification according to a targeted media campaign designed by the Settlement Administrator, and the creation of the Settlement Website, www.BICBIPASettlement.com—provided the best practicable notice under the circumstances. The Notice was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement and to appear at the Final Approval Hearing. Therefore, the Notice was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice and fulfilled the requirements of 735 ILCS 5/2-803, due process, and the rules of the Court.

10. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case and is supported by the Class Representatives and Class Counsel. The Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

11. The Court has considered each of the factors set forth in 735 ILCS 5/2-801 et seq. The Court finds and confirms that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal. The consideration provided to Class Members under the Settlement Agreement constitutes fair value given in exchange for the Released Claims and in light of the litigation risks. The Court finds that the consideration to be paid to Class Members is reasonable, considering the facts and circumstances of the claims and defenses raised in the Action and the potential risks and likelihood of success of alternatively

pursuing litigation on the merits.

12. [XXXXX individuals have/has objected to any of the terms of the Settlement Agreement. The Court has considered those objections and finds them without merit. Accordingly, the objections to the Settlement Agreement are overruled.]

13. The persons who are listed on Exhibit A to this Order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment.

14. The Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Parties and Class Members are bound by the terms and conditions of the Settlement Agreement.

15. The Settlement Agreement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

16. Other than as provided in the Settlement Agreement, this order, and the Court's Order Granting Plaintiff's Motion for Attorneys' Fees, Expenses, and Incentive Award, the Parties shall bear their own attorneys' fees and costs incurred in any way related to the Action.

17. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters this Final Approval Order and dismisses the Action on the merits and with prejudice.

18. Upon the Effective Date of the Settlement Agreement, and in consideration of the settlement relief and other consideration described in the Settlement Agreement, Plaintiffs and any Settlement Class Members, in their individual or representative capacities, and their respective heirs, agents, attorneys, trusts, executors, estates, assigns, representatives, spouses, family members, and anyone claiming injury on their behalf, shall be deemed to have released, all claims of every nature and description whatsoever, ascertained or unascertained, suspected or

unsuspected, existing or claimed to exist, both known and unknown, against any of the Releasees, that have been or could have been asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, or common law and any statutory claims), by or on behalf of the Releasers related to or arising from the use of any biometric identifiers and/or biometric information.

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

20. The Court approves payment of administration costs and expenses of \$XXX,XXX.XX to the Settlement Administrator, Epiq, LLC. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$3,613,050.00, plus reasonable out-of-pocket litigation costs in the amount of [REDACTED], as substantiated by the affidavit provided by Class Counsel. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed, and the result obtained, by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only

followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice Plan specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

22. The Court approves an Incentive Award in the amount \$6,000.00 for each of the Class Representatives, Paul Sayas and Benjamin Varo, and specifically finds such an amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

23. The Court approves in accordance with the terms of the Settlement Agreement that if the total dollar amount of the Net Settlement Fund is greater than the total value of all Approved Claims, then each Settlement Class Member who submitted an Approved Claim will receive a maximum of \$1,000 on account of their Approved Claim. If the total dollar amount of the Net Settlement Fund is less than the total value of all Approved Claims, each Settlement Class Members shall be entitled to a payment of a pro rata share of the Net Settlement Fund.

24. The Court approves in accordance with the terms of the Settlement Agreement that there shall be no reverter and further approves that any residual funds of the Settlement Fund remaining after the distributions described herein shall be disbursed Prairie State Legal Services and Equip for Equality, pursuant to 735 ILCS 5/2- 807(b).

25. To the extent that any Settlement Payments made to Class Members pursuant to the Settlement Agreement are not cashed within one hundred and twenty (120) days of issuance or an electronic deposit is unable to be processed within one hundred and twenty (120) days of the first attempt, such funds shall be disbursed to as *cy pres* to Prairie State Legal Services and Equip for

Equality, in equal shares.

26. The Court recognizes that that there may be certain circumstances, including, without limitation, actions taken pursuant to the CMS Contract, at the direction of a state agency or local unit of government, where the state pays for said actions, when Defendant is serving as a contractor, subcontractor, or agent of a State agency or local unit of government and working for a state agency or local unit of government within the meaning of 740 ILCS 14/25(e).

27. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Approval Order, and for any other necessary purpose.

IT IS SO ORDERED.

ENTERED:

Judge Allen Price Walker

DATED: _____