

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

Carolyn Baldwin, Xavier Sanders,)	
LaTonia Williams and Dequrvia)	
Williams, individually and on behalf of)	
all others similarly situated,)	
)	
Plaintiffs,)	No. 19 CH 04285
)	
v.)	
)	
Metrostaff Incorporated,)	Jury Demanded
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”) in the above-captioned action (“Action”) is made by Plaintiffs Carolyn Baldwin, Xavier Sanders, LaTonia Williams and Dequrvia Williams (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class Members they seek to represent (“Settlement Class” or Settlement Class Members,” as defined below), and Metrostaff Incorporated (“Metrostaff”) (Plaintiffs and Metrostaff are collectively referred to as the “Parties”).

I. PERTINENT PROCEDURAL HISTORY

On April 2, 2019, Plaintiffs filed a Class Action Complaint in the Circuit Court of Cook County, Chancery Division, alleging that Metrostaff violated the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*, by requiring Plaintiffs and other workers to provide Defendant with their fingerprints as a means of identifying and tracking hours worked by workers. In particular, Plaintiff alleged that Metrostaff violated BIPA by (1) collecting Plaintiff’s and the potential class’s biometric identifiers and information without following BIPA’s informed written consent procedures; and (2) possessing Plaintiff’s and the potential class’s biometric identifiers and information without a publicly available data retention schedule and destruction policy.

On July 3, 2019, Metrostaff filed a Section 5/2-619.1 and 2-615 Motion to Dismiss Plaintiff's Class Action Complaint ("Motion to Dismiss"). In its Motion to Dismiss, Metrostaff argued that Plaintiffs' claims must be dismissed in their entirety for several reasons. First, Metrostaff argued that the Illinois Workers' Compensation Act ("WCA") is the sole remedy for any "injury" occurring in the workplace, which includes Plaintiffs' BIPA statutory rights. Second, Metrostaff argued that Plaintiffs failed to plead a violation of the BIPA statute because they did not sufficiently allege negligence or reckless or intentional conduct. Third, Metrostaff argued that a one- or two-year statute of limitations applies to BIPA because BIPA does not contain an express provision regarding the statute of limitations (Plaintiffs argue that a five year "catch all" statute of limitations applies).

Plaintiffs filed a Second Amended Complaint on October 1, 2019, which contained the same allegations as the original Complaint but named the proper entity as the Defendant. On November 8, 2019, Defendant filed a Motion to Dismiss the Second Amended Complaint. In its Motion, Defendant advanced the same or similar arguments as set forth above. On January 2, 2020, Plaintiffs filed their Response to the Motion to Dismiss the Second Amended Complaint.

On January 8, 2021, Plaintiffs filed a Third Amended Complaint which contained the same allegations as the original and Second Amended Complaint but added LaTonia Williams and Dequrvia Williams as named Plaintiffs and added averments that specifically stated the putative class includes individuals whose fingerprints were captured, collected, obtained, stored or used by Defendant at its own offices and at third party work locations.

On January 14, 2020, Defendant filed a Motion to Stay pending the appeal in the matter of *McDonald v. Symphony Bronzeville Park, LLC*, Circuit Court Case No. 17 CH 11311 and Appellate Court Case No. 1-19-2398. On January 24, 2020, the Court ordered that the Motion to

Stay be entered and continued and the time for Defendant to respond to Plaintiffs' Third Amended Complaint be continued. The case has been stayed since the January 24, 2020 Order.

II. METROSTAFF DENIES LIABILITY

Metrostaff denies liability for the claims asserted in this Action. Neither the Settlement documents nor any other item pertaining to the Settlement contemplated herein shall be offered in any other case or proceeding for any purpose, including as evidence of any admission by Metrostaff of any liability with respect to any claim for damages or other relief, or of any admission by Plaintiffs that they would not have prevailed on liability on any of their claims. Any stipulation or admission by Metrostaff or Plaintiffs contained in any document pertaining to the Settlement is made for settlement purposes only. In the event this Settlement is not finally approved, nothing contained herein shall be construed as a waiver by Metrostaff of its contention that class certification is not appropriate or is contrary to law in this Action or any other case or proceeding, or by Plaintiffs of their contention that class certification is appropriate in this case or any other case or proceeding.

III. CERTIFICATION OF SETTLEMENT CLASS

Settlement Class Counsel shall request that the Court enter a certification order and certify for settlement purposes only the Settlement Class, defined as:

All individuals whose biometrics were captured, collected, obtained, stored or used by Defendant within the state of Illinois at any time during the period of April 2, 2014 through December 31, 2019.

There are an estimated 20,346 Settlement Class Members. This Settlement is conditioned on the Court's certifying the Settlement Class for settlement purposes.

The form of the class certification order shall, subject to Court approval, expressly state that the Parties agree that certification of the Settlement Class is a conditional certification for

settlement purposes only, and that Metrostaff retains its right to object to certification of this Action, or any other class action, under any applicable rule, statute, law, or provision.

It is further expressly agreed that any certification of the Settlement Class is a conditional certification for settlement purposes only, and if for any reason the Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the Court, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party shall retain all of their respective rights as they existed prior to execution of this Settlement Agreement, and neither this Settlement Agreement, nor any of its accompanying attachments or any orders entered by the Court in connection with this Settlement Agreement, shall be admissible or used for any purpose in this Action. The Parties and Settlement Class Counsel further agree that, other than to effectuate the Settlement of this Action in this jurisdiction, the certification of the Settlement Class for settlement purposes and all documents related thereto, including this Agreement and all accompanying attachments and all orders entered by the Court in connection with this Agreement, are only intended to be used under the specific facts and circumstances of this case and are not intended to be used in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding against Metrostaff.

IV. SETTLEMENT TERMS

1. Final Approval; Waiver of Appeal; Settlement Effective Date

The term “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement. Plaintiffs, individually, and Metrostaff waive their right to appeal entry of Final Approval, except that Law Office of Thomas M. Ryan, P.C. and Law Office of James X. Bormes, P.C. (“Settlement Class Counsel”) retain the right to appeal the award of

attorney fees and costs if the Court awards less than requested in accordance with this Settlement Agreement.

The Settlement Effective Date shall be the day after the date upon which Final Approval has been entered and: (a) any appeals of the orders granting final approval and dismissing the Action with prejudice have been resolved with no further rights to appeal; or (b) the time for any appeals from these orders has expired with no appeals having been taken. This Section shall apply even if there are no objections to the Settlement.

2. Gross Fund; Net Fund; and Allocation to Settlement Class Participants

The term “Gross Fund” means the \$1,250,00.00 that Metrostaff will pay to settle the claims of Settlement Class Members in the Action. The Gross Fund is the maximum amount that Metrostaff shall be obligated to pay under this Settlement.

The term “Net Fund” is the Gross Fund minus the following deductions, which are subject to Court approval: Settlement Class Counsel’s attorney fees and costs; the Settlement Administrator’s costs; and the Settlement Class Representatives’ Incentive Awards.

The Net Fund shall be distributed *pro rata* to Settlement Class Members who timely return valid claim forms (“Settlement Class Participants”). Because of this method of allocation to Settlement Class Participants, there will be no unclaimed funds in the Settlement and no portion of the Gross Fund shall revert to Metrostaff.

3. Release of Claims

a. Definitions

The term “Released Parties” means Metrostaff and each of its respective current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors. The

“Released Parties” does not include, for example, Personalizationmall.com, LLC or any other staffing agency.

The term “Releasing Settlement Class Members” means the Settlement Class Representatives and all Settlement Class Members, excluding any Settlement Class Member who submits a timely and valid request to be excluded from the Settlement Class.

b. Release for Settlement Class Members

Subject to final approval by the court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members irrevocably release the Released Parties from any and all claims against Defendant and Zurich Insurance Group, whatsoever arising out of, related to, or connected with the alleged capture, collection, storage, possession, transmission, conversion, and/or other use of biometric identifiers and/or biometric information in connection with the time-keeping system used by Defendant’s employees including but not limited to claims brought, or which could be brought, under 740 ILCS § 14/10 *et seq.* (“BIPA”).

c. General Release for Settlement Class Representatives

In exchange for their Service Awards, the Settlement Class Representatives release the Released Parties from any and all claims they could have asserted against the Released Parties from the beginning of time through the date of Final Approval. Specifically, the Settlement Class Representatives knowingly and voluntarily release and forever discharge, to the full extent permitted by law, “the Released Parties” of and from any and all claims, known and unknown, asserted and unasserted, the Settlement Class Representatives have or may have against the Released Parties as of the date of execution of this Agreement, including, but not limited to, any alleged violation of: Sections 1981 through 1988 of Title 42 of the United States Code (as

amended); 42 U.S.C. §2000a; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act; as amended; the Family and Medical Leave Act of 1993, as amended; the Immigration Reform and Control Act, as amended; the Equal Pay Act, as amended; the Americans with Disabilities Act, as amended; the Employee Retirement Income Security Act; the Genetic Information Nondiscrimination Act of 2008; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Sarbanes-Oxley Act of 2002; the Illinois Human Rights Act of 1964 (as amended); the Illinois Whistleblower Act; any and all Illinois laws relating to the payment of wages; any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance; any public policy, contract, tort, or common law; and any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

The Parties acknowledge that this Agreement shall not apply to rights or claims that may arise after the date of Final Approval. Additionally, nothing in this paragraph is intended to limit or restrict any rights that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished.

4. Settlement Administration

The parties have selected Analytics Consulting LLC (“Settlement Administrator”) to issue Notice and administer this Settlement. The Settlement Administrator’s costs, capped at \$100,000.00, shall be paid from the Gross Fund. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to effectuate the administration of the Settlement.

5. Timeline of Settlement Events

The parties contemplate the following timeline for settlement events:

- a. Within seven (7) days after the Court grants preliminary approval of the Settlement, or within some other reasonable time as agreed to by the parties, Metrostaff will provide the Settlement Administrator and Settlement Class Counsel with a “Class List” in Microsoft Excel spreadsheet format that shall contain the Settlement Class Members’ last-known contact information based on the current records of MetroStaff, including names, addresses, dates of employment, social security numbers, cell phone numbers (if available), and personal email addresses (if available).
- b. Within fourteen (14) days after the Court grants preliminary approval of the Settlement, or within fourteen business days after Metrostaff receives the information from the Settlement Administrator needed to transfer such funds to the Qualified Settlement Fund, whichever is later, Metrostaff shall fund the amounts agreed to for Notice and settlement administration to the Qualified Settlement Fund established by the Settlement Administrator.
- c. Within fourteen (14) days after the Court grants preliminary approval of the Settlement, the Settlement Administrator shall establish a Settlement website. The website address will be www.metrostafffingerscan.com, or another website address agreed to by the Parties. The Settlement website shall include a brief description of the claims asserted in the Action, the Notice of Class Action Settlement (“Notice”) and Claim Form, in both English and Spanish, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorney Fees, Costs, and Settlement Class Representative’s Incentive Awards (once available), the Motion for Final

Approval (once available), and the Final Approval Order (once available). The Settlement website shall identify the contact information for Settlement Class Counsel and describe how Settlement Class Members may obtain more information about the Settlement and will include a mechanism to complete and submit and electronic Claim Form.

- d. The Settlement Administrator will mail a Notice and Claim Form in both English and Spanish to everyone on the Class List in accordance with Section IV.11(b)(1) of this Settlement Agreement within fourteen (14) days after receiving the Class List. The same day, the Settlement Administrator shall send the notice communication described in Section IV.11.(b)(3)-(4) to Settlement Class Members by email to any Class Member with the last known email address.
- e. Thirty (30) days after initial distribution of Notice, the Settlement Administrator shall send a reminder email and postcard notice communication described in Section IV.11.(b)(3)-(4) to Settlement Class Members who have not returned a Claim Form (assuming those forms of contact information exist for Settlement Class Members).
- f. All completed claim forms must be postmarked or received by the Settlement Administrator within sixty (60) days from the date of the initial distribution of the Notice to Settlement Class Members. The Settlement Class Representatives are not required to submit a Claim Form to receive a settlement payment.
- g. Audit rights: Within ten (10) days of the Claim filing deadline, the Settlement Administrator shall provide counsel for the Parties with a report that contains the information provided in the Claim Forms and its determination whether or not each

Claim should be approved or denied. Original Claim Forms will also be made available to counsel for the parties upon request. Within seven (7) days of having received the report of proposed approved and denied Claims from the Settlement Administrator, Settlement Class Counsel and Metrostaff's counsel shall meet and confer regarding any issues that either Settlement Class Counsel or Metrostaff believes need to be raised with the Settlement Administrator regarding the Claims. Settlement Class Counsel and Metrostaff's counsel agree to use their best efforts to resolve any disputes. If necessary, the Parties may request that the Settlement Administrator conduct reasonable follow up with particular Settlement Class Participants in the event of questions regarding the information provided by any Settlement Class Participant or take other reasonable steps as agreed to by the Parties.

- h. All requests for exclusion from the Settlement must be postmarked or received by the Settlement Administrator within sixty (60) days from the date of the initial distribution of the Notice to Settlement Class Members. Within seven (7) days after the deadline to submit requests for exclusion, the Settlement Administrator shall provide all such requests received to the Parties' counsel. Settlement Class Counsel shall file the requests for exclusion with its motion for final approval of the Settlement.
- i. All objections to the Settlement must be postmarked or received by to the Settlement Administrator within sixty (60) days from the date of the initial distribution of the Notice to Settlement Class Members. Within three days of receiving an objection, the Settlement Administrator shall provide the objection,

and any supporting materials, to counsel for the Parties. Settlement Class Counsel shall file the objection with the Court.

- j. Settlement Class Counsel will file a motion for final approval of this Settlement within seven (7) days before the Final Approval Hearing or such other date as set by the Court.
- k. Within ten (10) days of the Settlement Effective Date, the Settlement Administrator will mail or deliver the following payments: (1) Settlement award payments to Settlement Class Participants; (2) the Settlement Class Representatives' Incentive Awards; and (3) Settlement Class Counsel's award of attorney fees and litigation costs (by wire transfer).
- l. The deadline for Settlement Class Participants to cash checks will be one hundred and twenty (120) days from the date the checks are issued by the Settlement Administrator.
- m. Within twenty-one (21) days of the deadline for Settlement Class Participants to cash checks, the Settlement Administrator shall deliver funds from any uncashed checks to the Cook County Bar Foundation, the *cy pres* recipient(s) agreed to by the Parties or any other *cy pres* recipient(s) ordered by the Court.

6. Tax Treatment of Settlement Awards

For income tax purposes, the Parties agree that, if required by law, the Settlement Class Participant settlement awards shall be allocated as non-wage income and shall not be subject to withholdings and deductions. The Settlement Class Representatives' Incentive Awards shall be allocated as non-wage income and shall not be subject to withholdings and deductions and shall be reported as non-wage income as required by law. If required by IRS regulations, the Settlement

Administrator shall issue to each Settlement Class Participant an IRS Form 1099 reflecting the amount of their settlement check. Settlement Class Participants shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

7. Settlement Class Counsel's Attorney Fees and Costs

a. Settlement Class Counsel may request that the Court award them up to 38% of the Gross Fund as attorney fees and, additionally, their litigation expenses, which are approximately \$1,500.00.

b. The award of attorney fees and litigation expenses approved by the Court shall be paid to Settlement Class Counsel exclusively from the Gross Fund and shall not affect MetroStaff's financial obligations under this Agreement.

c. Metrostaff takes no position on the amounts to be sought by Settlement Class Counsel for an award of attorneys' fees and litigation expenses, but does not object to a reasonable award of attorneys' fees and litigation expenses sought in accordance with this Agreement to be paid from the Gross Fund. In the event that the Court does not approve the award of attorneys' fees and litigation expenses requested by Settlement Class Counsel, or the Court awards attorneys' fees and litigation expenses in an amount less than that requested by Settlement Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the entire Settlement null, void, or unenforceable.

d. Settlement Class Counsel may appeal the award attorney fees and litigation expenses should the sum awarded by the Court fall below the amount requested by Settlement Class Counsel, provided that the request Settlement Class Counsel makes is consistent with the Settlement Agreement. If Settlement Class Counsel elects not to appeal or if the appeals court

affirms the decision, only the reduced amounts will be deemed to be Settlement Class Counsel's attorney fees and litigation expenses for purposes of this Settlement Agreement. Any amounts for Settlement Class Counsel's attorney fees and litigation expenses not awarded shall be added to the Net Fund available for distribution to Settlement Class Participants as settlement awards. Under no circumstances will an award of fees pursuant to the resolution of this action increase MetroStaff's financial obligations relating to the settlement of this action.

e. The payment of the award of attorney fees and litigation expenses to Settlement Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorney fees or litigation expenses in the Action incurred by any attorney on behalf of the Settlement Class Representatives and the Settlement Class Members, and shall relieve Metrostaff, the Released Parties, the Settlement Administrator, and Metrostaff's Counsel of any other claims or liability to any other attorney or law firm for any attorney fees, expenses and/or costs to which any of them may claim to be entitled on behalf of the Settlement Class Representative and the Settlement Class Members. In exchange for such payment, Settlement Class Counsel will release and forever discharge any attorneys' lien on the Gross Fund.

8. Incentive Awards

Settlement Class Counsel will apply for an "Incentive Award" of \$8,500.00 for each of the Settlement Class Representatives to be paid for their time and effort spent conferring with Settlement Class Counsel, filing and pursuing the Action in their own name, recovering compensation on behalf of all Settlement Class Members, and providing a general release of claims. Metrostaff agrees not to oppose such application, so long as it is consistent with the provisions of this Settlement Agreement. Subject to Court approval, the Incentive Awards shall be paid from the Gross Fund, in addition to the Settlement Class Representative's settlement award.

Any amount of the Incentive Awards not awarded shall be added to the Net Fund available for distribution to Settlement Class Participants. Under no circumstances will an award approved as compensation the Settlement Class Representatives increase MetroStaff's obligations under this Agreement.

9. All Uncashed Checks to Cy Pres

Any checks that remain uncashed after one hundred and twenty (120) days from the date they are issued by the Settlement Administrator shall be deemed void. The Settlement Administrator will distribute funds from each of these uncashed checks to the Cook County Bar Association and/or another *cy pres* recipient agreed to by the Parties and approved by the Court.

10. Responsibilities of the Parties

- a. The Parties shall perform all duties as stated in this Settlement Agreement.
- b. Except as provided above in this paragraph, Metrostaff shall refrain from initiating communications with Settlement Class Members regarding the Settlement. If any Settlement Class Members communicate with Metrostaff or its agents regarding the Settlement, Metrostaff shall direct these Settlement Class members to contact Settlement Class Counsel or the Settlement Administrator.

11. Approval of Settlement; Notice; Settlement Implementation

As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, notifying Settlement Class Members, obtaining final Court approval of the Settlement, and processing the settlement awards:

- a. Preliminary Approval Hearing. The Settlement Class Representatives shall file a motion for preliminary approval of the Settlement on or before November 19, 2021, or such

other date required by the Court. With the motion for preliminary approval, the Settlement Class Representatives will submit this Agreement and accompanying attachments.

b. Notice to Settlement Class Members. Notice of the Settlement shall be provided to Settlement Class Members, and Settlement Class Members shall submit any objections to the Settlement, and/or requests for exclusion from the Class, using the following procedures:

(1) Mailed Notice to Settlement Class Members. On the timetable specified in Section IV.5 of this Settlement Agreement, the Settlement Administrator shall send a copy of the Notice and Claim Form, attached hereto as Attachment A, to Settlement Class Members via First Class regular U.S. mail. The Notice and Claim Form will be mailed using the most current mailing address information for Settlement Class Members, which the Settlement Administrator shall obtain by running each Class Member's name and address through the National Change of Address (NCOA) database or comparable databases. The front of the envelopes containing the Notice will be marked with words identifying the contents as important documents authorized by the Court and time sensitive. The mailing shall include a pre-paid envelope for Settlement Class Members to return the Claim Form. For Settlement Class Members whose notices are returned as undeliverable with a forwarding address, the Settlement Administrator shall promptly mail the notice to that address. For Settlement Class Members whose notices are returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly run a search in Accurint or similar database search to locate an updated address and shall promptly mail the notice to the updated address. If after this second mailing, the notice is again returned as undelivered, the notice mailing process shall end for that Class Member (except as provided in Section 11.b.(2), below).

(2) Updated Contact Information

Settlement Class Members should contact the Settlement Administrator to update their mailing addresses. Settlement Class Counsel will forward any updated contact information it receives from Settlement Class members to the Settlement Administrator. The Settlement Administrator will reissue the Notice to any Settlement Class Members who provide updated contact information prior to the “Exclusion Deadline Date,” as defined in Section IV.12.

(3) Email Notice

On the timetable specified in Section IV.5 of this Settlement Agreement, and for Settlement Class Members for whom the Settlement Administrator is provided or obtains an email address, the Settlement Administrator shall email notice as described in this Section. The subject of this email shall state: “Legal Notice: Finger Scan Lawsuit Settlement.” The body of the email shall state as follows:

“Metrostaff Inc. has settled a class action lawsuit that claims Metrostaff violated Illinois law by collecting fingerprints from Illinois workers without written notice and consent. To review the Notice of Class Action Settlement and submit a Claim Form to receive a settlement payment, please visit the settlement website: www.metrostafffingerscansettlement.com.”¹

Thirty (30) days after sending the initial email notice, the Settlement Administrator shall send a reminder email to Settlement Class Members who have not yet returned a Claim Form. The subject of this email shall state: “Reminder: Deadline to Submit Claim in Finger Scan Lawsuit Settlement.” The body of the email shall state:

“You previously received an email about the settlement of a class action lawsuit that claims Metrostaff violated Illinois law by collecting fingerprints from Illinois workers without written notice and consent. The deadline for you to return a Claim Form and request a settlement payment

¹ Or another website address agreed to by the Parties if this one is not available.

is [insert 30 days from email distribution]. You can return a Claim Form through the settlement website www.metrostaffingerscansettlement.com.²

12. Procedure for Returning Claim Forms, Objecting, or Requesting Exclusion from Class Action Settlement

a. Procedure for Claim Forms. The Notice and Claim Form shall explain that Settlement Class members must return a Claim Form on or before 60 days from Notice distribution to receive a settlement payment. Settlement Class Members may return a Claim Form in a pre-paid return envelope or electronically through the case website. Settlement Class Counsel shall include data in its final approval motion about the number of Claim Forms that were returned.

b. Procedure for Objecting. The Notice shall provide that Settlement Class Members who wish to submit written objections to the Settlement must mail or email them to the Settlement Administrator on or before 60 days from Notice distribution. To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide their: (i) full name, current address, and current telephone number, (ii) a statement of the position or objection the objector wishes to assert, including the grounds for the position and objection; and (iii) copies of any other documents that the objector wishes to submit in support of his/her/its position. No later than three (3) days after receiving an objection, the Settlement Administrator shall furnish Settlement Class Counsel and Metrostaff's Counsel a copy of the objection. Settlement Class Counsel shall file the objection with the Court. Subject to approval of the Court, any objecting Settlement Class Member may appear in person or by counsel at the final approval hearing held by the Court to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for attorneys' fees,

² See Footnote 1.

reimbursement of reasonable, and adequate, or to object to any petitions for attorneys' fees, reimbursement of reasonable litigation costs and expenses, and service awards.

c. Procedure for Requesting Exclusion. The Notice shall provide that Settlement Class members who wish to exclude themselves from the Class must submit a written statement requesting exclusion from the Class by mail or email to the Settlement Administrator that the Settlement Administrator receives on or before 45 days from Notice distribution ("Exclusion Deadline Date"). Such written request for exclusion must contain the Class member's full name, address, and telephone number, a statement that the Class Member wishes to be excluded from the Settlement, and must be personally signed by the Class Member. The date of the postmark on the return mailing envelope or the timestamp on the electronic submission shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who excludes himself or herself from the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement. If a Settlement Class Member submits both an exclusion request and a Claim Form, the Settlement Administrator shall contact the Class Member to determine whether the Class Member intended to request exclusion. If the Settlement Administrator contacts the Class Member and is unable to communicate with him or her, the Claim Form will govern and the exclusion request will be considered invalid. No later than three (3) days after receiving a request for exclusion the Settlement Administrator shall furnish to Settlement Class Counsel and Metrostaff's Counsel a copy of that request for exclusion. Settlement Class Counsel shall file the requests for exclusion with the motion for final approval of the settlement.

13. Qualified Settlement Fund

As required under this Agreement, Metrostaff shall transfer the required portions of the Gross Fund to a Qualified Settlement Fund (“QSF”), to be held as a separate trust as described by applicable Treasury Regulations. The Parties shall cooperate in securing an order of the Court to establish the QSF in accordance with the terms herein in conjunction with its preliminary approval of the Settlement and Notice as described in the Agreement. The Court shall retain jurisdiction over the administration of the QSF. The Settlement Administrator shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Settlement Class Participants and Settlement Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Metrostaff or Settlement Class Counsel to seek redress for any breach of the terms thereof.

The Settlement Administrator shall cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of applicable Treasury Regulations. Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement.

14. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall either Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Class, or appeal from the Court’s Final Judgment.

15. Final Settlement Approval Hearing

In its preliminary approval order or a related order, the Court shall schedule a final approval hearing to determine whether to grant final approval of the Settlement Agreement along with the

amount payable for (i) an award to Settlement Class Counsel for attorney fees and litigation expenses; (ii) the Settlement Administrator's expenses; and (iii) the Settlement Class Representative's Incentive Awards. Plaintiffs shall present a Final Approval order to the Court for its approval.

16. Metrostaff's Representations Regarding Insurance & Deletion of Biometric Information

MetroStaff represents that a portion of the gross settlement fund is being paid by its insurance provider, Zurich Insurance Group. MetroStaff represents that it performed a reasonable investigation regarding potential insurance coverage of the claims at issue and they are unaware of any other insurance policy that would provide coverage to MetroStaff relating to the claims alleged in this lawsuit. Metrostaff further represents that it has deleted all biometric information obtained from workers in Illinois.

17. Venue of Approval

The Parties will seek approval of this Settlement in the Circuit Court of Cook County, Chancery Division, with their assigned Judge in the Action, currently David Atkins.

18. Metrostaff's Legal Fees

All of Metrostaff's own legal fees, costs and expenses incurred in this Action shall be borne by Metrostaff.

19. Certification of Distribution of Settlement Checks

The Settlement Administrator shall provide Settlement Class Counsel with an accounting of the proceeds disbursed, upon request by any counsel for the Parties. Should Settlement Class Counsel request such an accounting, a copy of the accounting shall be provided to all counsel for the Parties.

20. Attachments and Headings

The terms of this Settlement Agreement include the terms set forth in the attached Attachment A, which are incorporated by this reference as though fully set forth herein. Any Attachments to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

21. Amendment or Modification

This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. Notwithstanding the foregoing, the Parties agree that any dates contained in this Settlement Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification.

22. Entire Agreement

This Settlement Agreement and any Attachments constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Attachments other than the representations, warranties and covenants contained and memorialized in such documents.

23. Authorization to Enter into Settlement Agreement

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

24. Binding on Successors and Assigns

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25. Illinois Law Governs; Change in Law Will Not Invalidate Settlement

All terms of this Settlement Agreement and the Attachments hereto shall be governed by and interpreted according to the laws of the State of Illinois. An intervening change in law or court decision shall not invalidate this Settlement Agreement.

26. Counterparts

This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

27. This Settlement is Fair, Adequate and Reasonable

The Parties warrant and represent they have conducted a thorough investigation of the facts and allegations in the Action. The Parties further represent and warrant that they believe this Settlement Agreement represents a fair, adequate and reasonable Settlement of this action and that they have arrived at this Settlement Agreement through extensive arms-length negotiations, taking into account all relevant factors, present, and potential.

28. Media Statements

No Party, nor their counsel, shall make any affirmative statements to the media regarding this Settlement. The Parties shall agree as to a statement that can be made in the event of press or media inquiries.

29. Jurisdiction of the Court

The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

30. Cooperation and Drafting

Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not be construed against any of the Parties.

31. Invalidity of Any Provision

Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

32. Circular 230 Disclaimer

Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled

to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

SO AGREED:

DATED: _____, 2021

Carolyn Baldwin

Settlement Class Representative

DATED: _____, 2021

Xavier Sanders

Settlement Class Representative

DATED: _____, 2021

LaTonia Williams

Settlement Class Representative

DATED: _____, 2021

Dequrvia Williams

Settlement Class Representative

DATED: _____, 2021

Thomas M. Ryan

Settlement Class Counsel

DATED: _____, 2021

James X. Bormes

Settlement Class Counsel

DATED: _____, 2021

Metrostaff Incorporated

By: _____

Its: _____