

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

JOHN KRAWIEC, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GOLD EAGLE CO.,

Defendant.

Case No. 2022CH07333

Calendar 8

Hon. Michael T. Mullen

Courtroom 2510

DECLARATION OF J. DOMINICK LARRY
IN SUPPORT OF MOTION FOR FINAL APPROVAL

Pursuant to 735 ILCS 5/1-109, I, J. Dominick Larry, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of Illinois. I am the owner and sole attorney at Nick Larry Law LLC, which has been retained to represent Plaintiff and the Class in this matter.

2. I make this Declaration in support of Plaintiff’s Motion for Final Approval of Amended Class Action Settlement. I am over 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise.

Background and Experience

3. I have spent nearly my entire career practicing consumer class actions, focusing particularly on privacy, security, and technology claims. In June 2020, I formed Nick Larry Law LLC to continue pursuing those types of cases.

4. I began my career at Edelson McGuire, LLC (now Edelson PC) in 2011 as a summer associate. I continued working at Edelson through my third year at Northwestern University School of Law, and then from graduation in 2012 until early 2017, when I left the firm.

5. During my time at Edelson, I was responsible for litigating dozens of consumer class actions, including several high-profile cases of first impression.

6. Most relevant here, I was part of the team responsible the first consumer class action asserting BIPA violations, *Licata v. Facebook*, Case No. 2015-CH-05427 (Cook Co. Apr. 1, 2015), later removed, transferred and coordinated with other proceedings under the caption *In re Facebook Biometric Information Privacy Litig.*, No. 15-cv-3747 (N.D. Cal.). From filing until I left the firm nearly two years later, I was the senior associate on the case, and was responsible for all aspects of case management, including assisting with case development, and briefing many issues that helped shape BIPA litigation in recent years.

7. I was also part of the team that obtained the first class-wide BIPA settlement, in *Sekura v. L.A. Tan Enterps.*, No. 2015-CH-16694 (Cir. Ct. Cook Co.), and was responsible for briefing and arguing novel BIPA issues in several cases then pending.

8. I was also part of the team at Edelson that secured a \$14 million settlement in *Dunstan v. comScore*, No. 11-cv-5807 (N.D. Ill.), a case asserting that the defendant violated the Electronic Communications Privacy Act, Stored Communications Act, Computer Fraud and Abuse Act, Illinois Consumer Fraud and Deceptive Practices Act, and was unjustly enriched, by installing sophisticated analytics spyware on the computers of millions of consumers nationwide. When Judge Holderman certified the proposed class, it was believed to be the largest privacy class certified to date.

9. Along with other lawyers, I was appointed lead class counsel on *In re LinkedIn User Privacy Litig.*, No. 12-cv-3088 (N.D. Cal.), a consolidated class action arising out of LinkedIn's well-publicized 2012 data breach. I was responsible for the amended pleadings, hiring

and overseeing plaintiffs' data-security and behavioral-economics testifying expert, and briefing and arguing the motion to dismiss. Those efforts resulted in the Court endorsing a novel, consumer-fraud based theory of liability for failure to employ industry-standard security measures. *See In re LinkedIn*, 2014 WL 1323713 (N.D. Cal. Mar. 28, 2014). After the parties negotiated a class settlement, I was responsible for briefing and arguing preliminary approval, final approval, and the petition for attorneys' fees, costs, and incentive award.

10. Additionally, I was responsible for developing the first cases under Michigan's Preservation of Personal Privacy Act. From outlining the theory of liability to screening clients and preparing complaints, through to handling motion to dismiss briefing and discovery, I was directly involved in advancing this new area of law. As a result of the favorable case-law created, *see Halaburda v. Bauer Pub. Co., LP*, No. 12-cv-12831, 2013 WL 4012827 (E.D. Mich. Aug. 5, 2013) (a case in which, along with my co-counsel, I was appointed class counsel), millions of Michiganders have recovered well over \$100 million from various publishers.

11. In addition to novel data-privacy cases under those statutes and others, I was regularly responsible for litigating TCPA class actions against financial institutions, consumer-fraud claims against technology companies, and more.

12. After leaving Edelson, I worked at two more firms before opening my own firm in June 2020. During those intervening years, I performed plaintiff's litigation on behalf of corporate clients, was plaintiff's counsel on consumer class actions, and represented thousands of consumers in individual arbitrations.

13. Since launching my own firm, I have acted as lead counsel in dozens of class and individual actions in state and federal courts across the country, and have been appointed

settlement class counsel in several class actions, including BIPA class actions. *See Hosch v. Drybar Holdings LLC*, No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.) (Meyerson, J.); *Rivera v. Am. Freedom Ins. Co.*, No. 2020-CH-06596 (Cir. Ct. Cook Cnty., Ill.) (Wilson, J.); *Bertasiute v. The Hari Group, Inc. et al.*, No. 2020-CH-07055 (Cir. Ct. Cook Cnty., Ill.) (Meyerson, J.); *Morrissey v. Tula Life Inc.*, No. 2021-L-000646 (18th Judicial Cir., DuPage Cnty., Ill.); *Watson v. E.T. Browne Dug Co., Inc.*, No. 2022-LA-000151 (18th Judicial Cir., DuPage Cnty., Ill.); and *Tapia-Rendon v. Employer Solutions Staffing Group II, LLC*, No. 21-cv-3400 (N.D. Ill.).

14. I am also currently part of the team of lawyers representing the State of Texas in its litigation against Meta Platforms under Texas's statute regulating the capture and use of biometric identifiers.

The Settlement with Defendant

15. Throughout this litigation, I have been confident in Plaintiff's likelihood of success on the merits. That said, all litigation poses substantial risks, and this case was no different. In addition to defenses common to BIPA litigation, Defendant contended that its timekeeping vendor, rather than Defendant itself, had captured and possessed the Class's biometrics. Had any of those defenses succeeded, it would have curtailed or eliminated the possibility of a class-wide recovery.

16. The case was also filed during the pendency of potentially dispositive BIPA cases in the Illinois appellate courts: *Tims v. Black Horse Carriers, Inc.*, 2023 IL 127801, which addressed the statutes of limitations applicable to claims under BIPA's various subsections; *Marion v. Ring Container Techs., LLC*, No. 3-20-0184 (Ill. App. 3d Dist.), also a limitations case; and *Cothron v. White Castle Sys.*, 2023 IL 128004, which addressed claim accrual under BIPA.

17. In addition to the standard risks of litigation, a defense-friendly ruling in any of the pending appeals could have substantially curtailed any Class-wide recovery. Ultimately, while the Supreme Court established a five-year limitations period with its *Tims* opinion, the *Cothron* opinion held that statutory damages under BIPA are discretionary in amount, up to the statutory maximum, rather than providing a fixed amount.

18. Recognizing the degree and magnitude of uncertainty facing each side, the Parties saw an opportunity for settlement. The Parties began discussing the possibility of settlement shortly after Defendant appeared. Those declarations did not result in resolution, and the Parties decided to defer further settlement discussions until briefing on Defendant's motion to dismiss was complete.

19. The Parties resumed their negotiations after Defendant filed its reply, and negotiations intensified in advance of the hearing on Defendant's motion to dismiss, originally scheduled on July 11, 2023.

20. The Parties made substantial progress on their negotiations, and the Court reset the hearing on the motion to dismiss to July 31, 2023, with a status hearing on July 27, 2023. The parties reached an agreement in principle on July 26, 2023, and have spent the time since then negotiating the remaining terms and drafting a settlement agreement and proposed class notices.

21. In the course of the settlement negotiations, Gold Eagle provided a copy of its biometric-consent form, which it started requiring employees to sign on November 1, 2021.

22. Mr. Krawiec assisted counsel with the investigation of this action, reviewed and approved of the drafting of the complaint, and maintained regular contact with counsel regarding the status of the litigation and settlement. He also approved all settlement positions.

23. Based on that experience and my review of the facts of this case and participation in settlement negotiations, I believe the settlement to offer excellent relief for the class.

24. As of the filing of Plaintiff's motion for final approval, Class Counsel have not received any objections to the Settlement,, nor has any Class Member complained to Class Counsel about any aspect of the Settlement.

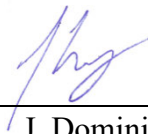
Exhibits

25. Attached as Exhibit 1 is a true and correct copy of the parties' Class Action Settlement Agreement.

26. Attached as Exhibit 2 is a true and accurate copy of the Declaration of Shari Lynne Grayson.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Executed on December 4, 2023, in Chicago, Illinois.



J. Dominick Larry

EXHIBIT 1

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

JOHN KRAWIEC, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GOLD EAGLE CO.,

Defendant.

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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into and among Plaintiff John Krawiec (“Krawiec” or “Plaintiff”), for himself individually and on behalf of the Settlement Class, and Gold Eagle Co. (“Gold Eagle” or “Defendant”) (Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. On July 28, 2022, Plaintiff filed a putative class action complaint against Defendant in the Circuit Court of Cook County, Illinois, alleging a claim for damages, injunctive relief, costs, and attorneys’ fees under the Biometric Information Privacy Act, 740 ILCS 14/1–99 (“BIPA”), related to the alleged unauthorized collection, storage, and dissemination of his biometric data, allegedly collected through Defendant’s timekeeping system. Plaintiff sought to represent a class of all Defendant’s employees similarly situated.

B. On November 28, 2022, the Court stayed the action pending resolution of two appeals in other BIPA class actions.

C. After the stay was lifted, Defendant moved to dismiss. Once the motion to dismiss was fully briefed, the parties began to discuss the possibility of settlement. The parties then exchanged information and settlement proposals over the course of six weeks.

D. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the complaint and Defendant's asserted and potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that he would have ultimately succeeded in obtaining certification of the proposed Settlement Class, and that he would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised legal and factual defenses in the Action that presented a risk that Plaintiff may not prevail, that a class may not be certified, or that any class definition or class-wide recovery may be limited. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation, and Defendant's limited ability to fund a judgment. Plaintiff and Class Counsel believe that this Agreement presents an excellent result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

E. Defendant denies all allegations of wrongdoing and liability, denies all material allegations in the complaint, and has asserted defenses against Plaintiff's claims. Defendant believes that its defenses have merit and that Defendant would ultimately prevail in this action.

Nevertheless, Defendant has similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for statutory liquidated damages under BIPA. Defendant, without admitting to the merit of Plaintiff's claims and/or the lack of merit with respect to any defenses, thus desires to resolve finally and completely all pending and potential claims of Plaintiff and the Settlement Class. If the terms of this Settlement Agreement are not ultimately approved, Defendant retains all rights and defenses against Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

F. Defendant represents and warrants that it has implemented a biometric policy and obtains written consent from employees prior to the use of the biometric timekeeping system in Illinois and that employees' biometric data is deleted after the individual is no longer employed by Defendant.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, the Settlement Class, and Defendant that, subject to Court approval after a hearing as provided in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1. “Action” means the case captioned *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333 (Circuit Ct. of Cook County).

1.2. “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement.

1.3. “Class Counsel” means J. Dominick Larry of Nick Larry Law LLC.

1.4. “Class Representative” means the named Plaintiff in this Action, John Krawiec.

1.5. “Court” means the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Calendar 8, the Honorable Michael T. Mullen presiding, or any judge who shall succeed him as the Judge assigned to the Action.

1.6. “Defendant” or “Gold Eagle” means Gold Eagle Co.

1.7. “Defendant’s Counsel” or “Gold Eagle’s Counsel” means attorney Hillard M. Sterling of Roetzel & Andress, LPA.

1.8. “Effective Date” means the date on which this Settlement Agreement shall become effective, and shall be defined as one business day after each and every of the following events have occurred: (i) this Settlement Agreement has been executed by the Parties; (ii) the Court has entered a Preliminary Approval Order; (iii) the Notice has been given to the Settlement Class Members; (iv) the Court has held a Final Approval Hearing and entered a Final Approval Order; (v) the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld in all respects the Court’s Final Approval Order approving the Settlement Agreement with no right to

pursue further remedies or relief. It is the intention of the Parties that the Settlement Agreement shall not become effective until the Court's Order approving the Settlement Agreement is completely final, and there is no further recourse by any person who seeks to contest the Settlement.

1.9. "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand-deposit accounts and/or (b) time-deposit accounts and certificates of deposit, in either case with maturities of 45 days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.10. "Fee Award" means the amount of attorneys' fees and reimbursement of costs to Class Counsel by the Court, to be paid out of the Settlement Fund.

1.11. "Final Approval Hearing" means the hearing before the Court where the Plaintiff will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and incentive award to the Class Representative.

1.12. "Final Judgment" means the final judgment to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing.

1.13. “Incentive Award” shall have the meaning ascribed to it as set forth in Section 8.3 of this Agreement.

1.14. “Notice” means the notice of this proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, shall fulfill the requirements of Due Process and 735 ILCS 5/2-801, and will be substantially in the form of Exhibits A and B attached hereto, along with Spanish translations of the same.

1.15. “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than 14 days after entry of Preliminary Approval.

1.16. “Objection/Exclusion Deadline” means the date by which a written objection to the Settlement Agreement must be filed with the Court or a request for exclusion submitted by a Settlement Class member must be postmarked or otherwise received by the Settlement Administrator, which shall be designated as a date 56 days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.17. “Plaintiff” means John Krawiec.

1.18. “Preliminary Approval” means the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.19. “Released Claims” means any and all past and present claims, causes of action, demands, liabilities, rights, damages, penalties, costs, fees (including attorneys’ fees), and/or other actual or potential obligations, whether known or unknown (including “Unknown Claims” as defined below), arising out of, related to, or connected in any manner to allegations in the

Complaint that Defendant captured, collected, stored, possessed, used, transferred, or disclosed the Settlement Class members' biometric identifiers and/or biometric information, including but not limited to claims arising under the Biometric Information Privacy Act, 740 ILCS §§ 14/1–99, and any other *related* state, local, or federal law, regulation, ordinance, or common law, as well as *related* claims for statutory damages, liquidated damages, penalties, attorneys' fees and costs, expenses, and interest, including but not limited to any and all claims that were made or that could have been made by Plaintiff in this Action.

1.20. “Released Parties” means jointly and severally, and individually and collectively, to Gold Eagle Co., and any or all of their past, present, and future, direct or indirect, current and former owners, affiliates, insiders, parents, subsidiaries, divisions, officers, directors, shareholders, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors, and assigns.

1.21. “Releasing Parties” means Plaintiff and Settlement Class Members and their respective present or past heirs, executors, estates, administrators, assigns, and agents.

1.22. “Settlement Administration Expenses” means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.23. “Settlement Administrator” means Analytics Consulting LLC, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, send Settlement Payments to Settlement Class Members, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by or necessary for effectuation of the Settlement.

1.24. “Settlement Class” means all individuals who used a biometric timeclock while working for Defendant in the State of Illinois at any time from July 28, 2017, to the date of preliminary approval. Excluded from the Class are (1) any Judge or Magistrate presiding over this action and members of their staff and families; (2) persons who properly execute and file a timely request for exclusion from the class; and (3) the legal representatives, successors, or assigns of any such excluded persons. Defendant has provided a good-faith estimate that there are approximately 90 members of the Class.

1.25. “Settlement Class Member” or “Class Member” means a person who falls within the definition of the Settlement Class and does not submit a valid request for exclusion from the Settlement Class.

1.26. “Settlement Fund” means a cash settlement fund to be established by Defendant in the amount of \$90,750.00. The Settlement Fund represents the gross amount of \$1,008.33 per Settlement Class Member, inclusive of the Administrative Expenses, Fee Award, and Incentive Award. The Settlement Fund reflects a gross amount of \$1,100 gross for each of the approximately 80 Class Members who used the biometric timeclock before November 1, 2021, the date on which Defendant began obtaining execution of BIPA consent forms, and \$275 gross for each of the approximately 10 Class Members who only used the biometric timeclock thereafter. The Settlement Fund shall be used to pay (1) monetary relief to Settlement Class Members; (2) notice and administration costs, (3) Class Counsel’s attorneys’ fees and costs, and (3) incentive award to Plaintiff. The Settlement Fund is the maximum amount to be paid out by Defendant for all aspects of the settlement and Defendant have no obligation to pay any amounts in connection with this settlement that exceed \$90,750.00. If Defendant’s estimate that 90 individuals are included in the Settlement Class is in error and more individuals fall within the

definition of the Settlement Class, then the amount of the Settlement Fund will increase by the gross amount of \$1,100 for each additional Class Member who first used the biometric timeclock before November 1, 2021, and \$275 for each additional Class Member who first used the biometric timeclock on or after November 1, 2021.

1.27. “Settlement Payment” means a portion of the Settlement Fund, determined based on the Class Member’s *pro rata* allocation of the total number of Settlement Units as set forth in Section 2.2.1, less any Fee Award, incentive award to the Class Representative, and Settlement Administration Expenses.

1.28. “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide Settlement Class Members access to relevant settlement administration documents, including the Notice, relevant case documents, and other relevant material.

1.29. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class, or any Releasing Party do not know or suspect to exist, which, if known by him, her, or they, might affect his, her, or their agreement to release the Released Parties or the Released Claims or might affect his, her, or their decision to agree, to object, or to not object to the Settlement. Plaintiff, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. SETTLEMENT RELIEF

2.1. Establishment of the Settlement Fund: Defendant shall fund the Settlement Fund as follows:

2.1.1. Within ten (10) days of the Court granting Preliminary Approval, Defendant shall deposit into the Escrow Account funds sufficient to cover the estimated cost of notice and settlement administration.

2.1.2. Within fourteen (14) days of the Court granting Final Approval, Defendant shall deposit into the Escrow Account the remaining amount of the Common Settlement Fund.

2.2. Settlement Payments to Settlement Class Members.

2.2.1. All Settlement Payments calculated as follows:

2.2.1.1. Each Settlement Class Member who first used Defendant's Biometric Timeclock on or after November 1, 2021 shall be entitled to one Settlement Unit. Each Settlement Class Member who first used Defendant's Biometric Timeclock before November 1, 2021 shall be entitled to four Settlement Units.

2.2.1.2. After the payment of any award of Attorney's Fees, Incentive Award, and costs of notice and administration, the remaining funds shall be divided by the total number of Settlement Units (estimated to be 330 Settlement Units). Class Members shall then receive Settlement Payments based on the total number of Settlement Units allocated to each of them.

2.2.2. For each Settlement Class Member who is currently employed by Defendant and who receives their wages through direct deposit, the Settlement Administrator shall send each of those Settlement Class Members their Settlement Payment from the Settlement Fund by direct deposit within 21 days of the Effective Date. No claims procedure will be required. Defendant shall identify all such Class Members within seven (7) days of Final Approval and shall provide the Settlement Administrator direct deposit information within fourteen (14) days of Final Approval.

2.2.3. For all remaining Settlement Class Members, the Settlement Administrator shall send a Settlement Payment by check from the Settlement Fund within twenty-one (21) days of the Effective Date via First Class U.S. Mail to their last known mailing address, as updated through the National Change of Address database. No claims procedure will be required.

2.2.4. All Settlement Payments made by check shall state on the face of the check that the check will expire and become null and void unless cashed within 120 days after issuance.

2.2.5. If any Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall take reasonable steps to obtain the affected Settlement Class Member's correct address and shall attempt re-mailings as described below in Paragraphs 4.1.2 and 5.1.2.

2.2.6. If a check issued to a Settlement Class Member is not cashed within 120 days of issuance, the check will be void.

2.2.7. If the sum of any checks voided under Paragraph 2.1.4 is sufficient to send additional payments to Settlement Class Members who either received their Settlement Payments

by direct deposit or cashed their Settlement Payment checks, then the Settlement Administrator shall issue a second round of payments in the same format as the first payment (i.e., direct deposit for those Settlement Class Members who received their initial Settlement Payments by direct deposit, and check for the remainder) . “Sufficient” means sufficient to cover the administrative costs of issuing the second round of payments and still offer at least \$5 to each Settlement Class Member who previously received a Settlement Payment by direct deposit or cashed a Settlement Payment check. The amount of each second-round payment shall be equal to the total amount of any checks voided under Paragraph 2.1.4, less the administrative costs of sending the second-round payments, with per-Member payments determined by reference each Class Member’s *pro rata* share of the number of Settlement Units allocated to Class Members eligible for the second-round checks. All second-round checks will, like the initial checks, become void if not cashed 120 days after issuance.

2.2.8. If the sum of any checks voided under Paragraph 2.1.4 is not sufficient (as that term is defined in the previous paragraph), then the sum of those voided checks shall be distributed to Legal Aid Chicago, earmarked to support the Workers’ Rights Practice Group (an organization that “works to ensure that low-wage Chicagoland workers receive the equitable support that they deserve” including by helping employees “receive unemployment insurance benefits, receive wage claims, fight employment discrimination and wrongful termination, and more”), subject to the Court’s approval.

2.2.9. If second-round checks are issued under Paragraph 2.1.5 and if, after 120 days, there are uncashed second-round checks, then the sum of any such voided, uncashed checks shall be distributed to Legal Aid Chicago, earmarked to support the Workers’ Rights Practice Group (an organization that “works to ensure that low-wage Chicagoland workers

receive the equitable support that they deserve” including by helping employees “receive unemployment insurance benefits, receive wage claims, fight employment discrimination and wrongful termination, and more”), subject to the Court’s approval.

2.2.10. All Settlement Payments will be treated as statutory penalties, shall not be subject to withholdings and deductions, and may be reported as non-wage income, to the extent permissible under governing law.

2.3. Prospective Relief: Within sixty (60) days of the Effective Date, Gold Eagle shall delete, cause to be deleted, or ensure deletion of any fingerprint or template data relating to any former employee within Gold Eagle’s possession. To the extent Gold Eagle continues to use biometric timeclocks in Illinois, it shall continue to implement policies and procedures sufficient to obtain informed, written consent from employees prior to the employees’ use of the timeclock.

3. RELEASE

3.1. The Release. Upon the Effective Date, and in consideration of the settlement relief described herein, the Releasing Parties shall be deemed to have released, and by operation of the Final Judgment shall have, fully finally, and forever, released, relinquished, and discharged all Released Claims against each and every one of the Released Parties. The Parties do not intend this release to act as a general release.

4. NOTICE TO THE CLASS

4.1. The Notice shall include:

4.1.1. *Class List.* No later than fourteen (14) days after entry of preliminary approval in this matter, Defendant shall provide a Class List to the Settlement Administrator, based on readily available information in Defendant’s possession. The Class List shall include, at least, the first and last name, middle initial (if known), last known address, and last known

telephone number (if known) for each member of the Settlement Class, along with an indication of whether each Class Member first used the biometric timeclock before, on, or after November 1, 2021. Class Counsel acknowledges and agrees that it will not receive a copy of the Class List from Defendant, nor will it seek a copy of the Class List from the Settlement Administrator. The Class List will be provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator. Notwithstanding the foregoing, within one business day of receiving the Class List, the Settlement Administrator shall inform Class Counsel of: (1) how many Class Members are on the Class List, (2) how many Class Members address information was provided for, and (3) how many Class Members first used the biometric timeclock before, on, or after November 1, 2021.

4.1.2. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the addresses of Settlement Class Members on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. If any Notice or Settlement Payment check is returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall perform a skip trace to attempt to identify the Settlement Class Member's correct address and shall attempt re-mailings as described below in Paragraph 5.1.2, below. Defendant will provide to the Settlement Administrator, on request and pursuant to appropriate confidentiality protections, the social security number, if known, of any Settlement Class Member for whom Settlement Administrator cannot find a reliable, up-to-date mailing address.

4.1.3. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice via First Class U.S. Mail, substantially in the form of Exhibit A, to the physical address of each person on the Class List.

4.1.4. Internet Notice. No later than the Notice Date, the Settlement

Administrator will develop, host, administer, and maintain a Settlement Website, containing the Notice substantially in the form of Exhibit B.

4.2. The Notice shall advise the Settlement Class of their rights under the Settlement Agreement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through an approved e-filing vendor if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) send copies of such papers via email, U.S. mail, hand deliver, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3. Right to Object or Comment. Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address; (b) a statement that he, she, or they believes himself, herself, or themselves to be a member of the Settlement Class; (c) the specific grounds for the objection; (d) all documents or writings that the Settlement Class Member desires the Court to consider; (e) 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 (f) 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). All written objections must be filed with the Court and postmarked, emailed, or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his, her, or their intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to Class Counsel and Defendant's Counsel, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement or Final Judgment by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making such objections in the Action or any other action or proceeding.

4.4. Right to Request Exclusion. Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333; (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person(s) seeking exclusion or their authorized representative; and (e) be postmarked for delivery by mail to the Settlement Administrator before the Objection/Exclusion Deadline. 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 *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333." A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or 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 approved. Any person who properly requests exclusion from the Settlement Class shall not (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Agreement or Final Judgment.

4.5. Neither Defendant nor Defendant's Counsel shall take any action, either directly or indirectly, to encourage any member of the Settlement Class to exclude themselves from the Settlement Class, to object to the Settlement, to not cash a Settlement Payment check, or to otherwise interfere with the effectuation of the Settlement and delivery of Settlement Payments to Settlement Class Members. Should Defendant or Defendant's Counsel communicate with any member of the Settlement Class about the Settlement Agreement, or any of its terms, such communication shall be by reference to the Court-approved Notice.

5. SETTLEMENT ADMINISTRATION

5.1. Settlement Administrator's Duties.

5.1.1. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Notice as provided in Section 4 of this Settlement Agreement.

5.1.2. *Undeliverable Notice or Settlement Payment via U.S. Mail.* If any Notice or Settlement Payment sent via U.S. mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding address provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform one skip trace to attempt to obtain the most recent address for the Settlement Class Member.

5.1.3. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, requests for exclusion, administration, and implementation of the Settlement.

5.1.4. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after Objection/Exclusion deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

5.1.5. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number and a mailing address through which persons in the Settlement Class may contact the Settlement Administrator or Class Counsel directly.

5.1.6. *Timing of Settlement Payments.* The Settlement Administrator shall make all Settlement Payments contemplated in Section 2.1 of this Settlement Agreement within 21 days after the Effective Date.

5.1.7. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9s from Settlement

Class Members if necessary, and issuing IRS Form 1099s to class members and Plaintiff, if required by law.

6. PRELIMINARY AND FINAL APPROVAL

6.1. Preliminary Approval. Upon full execution of this Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter an order granting Preliminary Approval, which shall include, among other provisions, a request that the Court:

- Appoint Plaintiff as Class Representative of the Settlement Class;
- Appoint Class Counsel to represent the Settlement Class;
- Certify the Settlement Class under 735 ILCS 5/2-801, for settlement purposes only;
- Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and
- Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement; to consider its fairness, reasonableness, and adequacy; to consider the application for a Fee Award and incentive award to the Class Representative; and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement and dismissing the Action with prejudice.

6.2. Final Approval. After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- Find that it has personal jurisdiction over all Settlement Class Members and subject-matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- Approve the settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the parties and their counsel to implement and consummate the Settlement according to its

terms and conditions; and declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties;

- Find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) fulfills the requirements of 735 ILCS 5/2-801, the Due Process Clause of the United States Constitution; and the rules of the Court;
- Find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- Dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;
- Incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- Authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Judgment, and (ii) do not limit the rights of Settlement Class Members;
- Without affecting the finality of the Final Judgment for purposes of appeal, retaining jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;
- Find that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing; and
- Incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

6.3. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement. The Parties understand and agree that a ruling in any pending litigation or the implementation of any legislation, rule, or regulation not affect this Settlement Agreement, and that the Parties shall cooperate as set forth herein to effectuate the Settlement Agreement notwithstanding a decision in any of the aforementioned cases.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1. Subject to Section 9, below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties within 10 days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by any court of appeals or the Illinois Supreme Court; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1.4, is modified or reversed in any material respect by any court of appeals or the Illinois Supreme Court.

7.2. Additionally, if more than 15% of individuals on the final class list properly and timely opt-out of the settlement, then Defendant may, but is not obligated to, void the Settlement Agreement. If the Defendant revokes the agreement, the Parties will engage in a good faith effort to reach a modified settlement. If the Parties are unable to reach an agreement, the lawsuit will

proceed as if there was no attempt at settlement and the Parties will return to their positions prior to the filing of the motion for preliminary approval of this Settlement Agreement.

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

8.1. Class Counsel shall seek its attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award. The amount of the Fee Award shall be determined by the Court based on a petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys' fees and unreimbursed costs to 25% of the Settlement Fund. Defendant may challenge the amount requested.

8.2. The Settlement Administrator shall pay any Fee Award to Class Counsel within 5 business days after the Effective Date.

8.3. Defendant agrees that the Class Representative shall be paid an incentive award in the amount of \$3,000.00 from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members as Settlement Payments. Any award shall be paid by the Settlement Administrator from the Escrow Account in the form of a check to the Class Representative within 5 business days after the Effective Date.

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

9.1. The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last in time of the following events occurs:

9.1.1. This Agreement has been signed by the Parties, Class Counsel, and Defendant's Counsel;

9.1.2. The Court has entered an order granting Preliminary Approval of the Agreement;

9.1.3. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable; and

9.1.4. In the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") to which the Parties have consented, that Alternative Judgment has become final and unappealable.

9.2. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the following shall not prevent the Settlement Agreement from becoming effective, nor shall they be grounds for termination of the Agreement: (1) the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representative, regardless of the amounts

awarded; or (2) the Court's determination that it lacks jurisdiction such that the Parties' Agreement will be renewed in an appropriate forum.

9.3. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement, and Defendant's entry into the Settlement Agreement shall not be considered, in any way, as an admission concerning liability or the propriety of class certification. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1. Class Counsel, Plaintiff, and each other Settlement Class Member will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

10.2. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.3. Each signatory to this Agreement represents and warrants (a) that he, she, or they have all requisite power and authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery, and performance of this Settlement Agreement and the consummation by them of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid, and binding obligation.

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

10.5. The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.6. Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

10.6.1. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense

that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment, or the Fee Award, or any of the alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

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

10.6.3. is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement class, or each or any of them as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

10.6.4. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to enforce the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement and/or the Final Judgment in any action that may be brought against such parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

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

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

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

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

10.9. All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated by reference.

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

amended or modified only by a written instrument signed by or on behalf of all other Parties or their respective successors-in-interest.

10.11. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.12. Plaintiff represents and warrants that she has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that she is fully entitled to release the same.

10.13. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.14. 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. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requires.

10.15. If any deadlines related to the Settlement cannot be met, Class Counsel and Defendant's Counsel shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement and notice an appropriate motion for modification with the Court. In the event that the Parties fail to reach such agreement, either Party may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

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

10.17. The Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

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

10.19. Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel:

If to Class Counsel:

J. Dominick Larry
NICK LARRY LAW LLC
1720 W. Division St.
Chicago, IL 60622
nick@nicklarry.law

If to Defendant's Counsel:

Hillard M. Sterling
ROETZEL & ANDRESS, LPA
70 N. Madison St., Suite 3000
Chicago, IL 60602
hsterling@ralaw.com

**JOHN KRAWIEC, Plaintiff on behalf of himself
and similarly situated individuals**


Dated: 09/05/2023

By (signature): 

Name (printed): John Krawiec

NICK LARRY LAW LLC as Class Counsel

Dated: 09/05/2023

By (signature): 

Name (printed): J. Dominick Larry

Its (title): Principal

GOLD EAGLE CO.

Dated: _____

By (signature): _____

Name (printed): _____

Its (title): _____

**JOHN KRAWIEC, Plaintiff on behalf of himself
and similarly situated individuals**

Dated: _____

By (signature): _____

Name (printed): _____

NICK LARRY LAW LLC as Class Counsel

Dated: _____

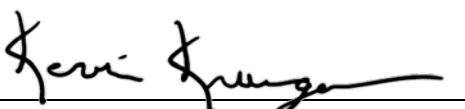
By (signature): _____

Name (printed): J. Dominick Larry

Its (title): Principal

GOLD EAGLE CO.

Dated: 09/06/223

By (signature): _____

Name (printed): Kevin Krueger

Its (title): Chief Financial Officer

EXHIBIT A

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

Krawiec v. Gold Eagle Co., Case No. 2022-CH-07333

**IF YOU USED A BIOMETRIC TIMECLOCK WHILE WORKING FOR GOLD EAGLE CO, IN ILLINOIS
BETWEEN JULY 28, 2017 AND [PRELIMINARY APPROVAL DATE], YOU MAY BE ENTITLED TO A CASH
PAYMENT FROM A CLASS-ACTION SETTLEMENT.**

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

A settlement has been reached in a class-action between **Gold Eagle Co. (“Gold Eagle”)** and some of its current and former employees in Illinois. The lawsuit claims that Gold Eagle violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting workers’ biometrics through timeclocks in Illinois without complying with the law’s requirements. Gold Eagle denies any wrongdoing and says that it has not violated any laws. The settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court. The lawsuit is called *Krawiec v. Gold Eagle Co.*, No. 2022-CH-07333, and is pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. Please read this notice carefully. Your legal rights are affected whether or not you act.

For complete information, visit [website] or call [toll-free number].

Who is included in the Settlement Class? Our records indicate that you may be included in the Settlement Class. The Settlement Class includes all individuals who used a biometric timeclock while working for Gold Eagle in Illinois between July 28, 2017 and [preliminary approval date]. Some exceptions apply.

What does the settlement provide? Gold Eagle has agreed to create a \$90,750 Settlement Fund. If you’re eligible and the Court approves the settlement, the amount you receive will depend on when you started working at Gold Eagle. If you first used a biometric timeclock before November 1, 2021, you will receive approximately \$703. If you first used a biometric timeclock on or after November 1, 2021, you will receive approximately \$175.75. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.

How do I get my payment? All class members will have a settlement check automatically mailed to you at your last known address. You can request to update your address on the “Contact” page of the settlement website, located at [settlement website].

What are my rights and options? You can do nothing, object to any settlement terms, or exclude yourself from the settlement. If you do nothing and you are a member of the Settlement Class, you will receive a settlement payment, and you won’t be able to sue Gold Eagle in the future for any of the claims addressed in the settlement. If you exclude yourself, you won’t get a payment, but you’ll keep your right to sue Gold Eagle regarding the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. For instructions and a complete list of requirements regarding the submission of an exclusion or objection, please see FAQ #s 15 and 18 in the long form notice available at [settlement website] or by calling [toll-free number]. ***All Requests for Exclusion and Objections must be received or postmarked by [objection/exclusion deadline].***

Do I have a lawyer? Yes. The Court has appointed J. Dominick Larry from the law firm Nick Larry Law LLC. They represent you and the other Settlement Class Members. The lawyer will request to be paid from the total amount that Gold Eagle agreed to pay to the class members. Class Counsel has agreed to seek no more than one-quarter of the \$90,750 fund, or \$22,687.50, in attorneys’ fees and costs. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees if you do. The Court has also chosen John Krawiec—a class member like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on [date] at [time] before the Honorable Michael T. Mullen, by Zoom teleconference, using the following credentials: meeting ID: 966 9558 1801; password: 160424; telephonic dial-in: 312-626-6799. ***Do not come to the Courthouse for the final approval hearing.*** The Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to one-quarter of the Settlement Fund and an incentive award to Plaintiff Krawiec of \$3,000, a copy of which will be posted on the settlement website.

For more information, visit [settlement website] or call [phone number].

EXHIBIT B

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

Krawiec v. Gold Eagle Co., Case No. 2022-CH-07333

IF YOU USED A BIOMETRIC TIMECLOCK WHILE WORKING FOR GOLD EAGLE CO. IN ILLINOIS BETWEEN JULY 28, 2017 AND [PRELIMINARY APPROVAL DATE], YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT.

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

- A settlement has been reached in a class action between Gold Eagle Co. (“Defendant” or “Gold Eagle”) and its current and former workers in Illinois. The lawsuit claims that Gold Eagle violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting workers’ biometrics on timeclocks in Illinois without obtaining their informed, written consent. Gold Eagle denies any wrongdoing and says that it has not violated any laws. The Settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court.
- You are included in the Settlement if you are a current or former worker of Gold Eagle that used a biometric timeclock in Illinois between July 28, 2017 and [preliminary approval date.] Exceptions to participating are detailed below.
- If you’re eligible and the Court approves the Settlement, you will automatically receive a payment based on when you started working at Gold Eagle. If you first used a biometric timeclock before November 1, 2021, you will receive approximately \$703. If you first used a biometric timeclock on or after November 1, 2021, you will receive approximately \$175.75. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.
- Please read this notice carefully. Your legal rights are affected whether or not you act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive a payment under the Settlement and give up your rights to sue Gold Eagle about the issues in this case.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any rights you currently have to sue Gold Eagle about the issues in this case.

By order of: Hon. Michael T. Mullen, Circuit Court of Cook County, Illinois, County Dep’t, Chancery Division
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QUESTIONS? VISIT [website] OR CALL TOLL FREE [number]

OBJECT	If you do not exclude yourself, you can write to the Court explaining why you don't like the Settlement. You will remain in the Class, receive a payment under the Settlement, and give up your rights to sue Gold Eagle about the issues in this case.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

BASIC INFORMATION

1. What is this notice and why should I read it?

A Court authorized this notice to let you know about a proposed Settlement with Gold Eagle. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Michael T. Mullen of the Circuit Court of Cook County, Illinois, County Department, Chancery Division, is overseeing this class action. The case is called *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333. The person who filed this lawsuit, John Krawiec, is the Plaintiff. The company he sued, Gold Eagle Co., is the Defendant.

2. What is a class action?

A class action is a lawsuit in which one or more plaintiffs—in this case, John Krawiec—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit alleges that Gold Eagle violated BIPA by using fingerprint scanning timeclocks in Illinois without complying with the law's requirements. That law says companies can't collect,

store, or give out biometric data, which includes things like face, hand, or fingerprint scans, without first giving notice, getting consent, and posting a policy about what they will do with the data.

Gold Eagle denies Plaintiff's claims of wrongdoing and contends that it violated no laws. No court has decided who is right. The parties are instead entering into the Settlement to avoid the time and expense of continuing to fight in court. The Settlement is not an admission of wrongdoing by Gold Eagle. More information about the complaint in the lawsuit and Gold Eagle's position can be found in the "Court Documents" section of the settlement website at [\[WEBSITE\]](#).

WHO'S INCLUDED IN THE SETTLEMENT

4. Who is included in the Settlement Class?

The Court decided that this Settlement includes all current and former workers of Gold Eagle who used a biometric timeclock in Illinois between July 28, 2017 and [\[the preliminary approval date\]](#). There are approximately 90 people in the Settlement Class.

5. Who is not included in the Settlement Class?

Some people are excluded from the Settlement Class, for reasons including that they worked for the judges or lawyers involved. The Settlement Agreement has a list of the categories of people who are excluded.

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

If you are a current or former worker of Gold Eagle that used a biometric timeclock in Illinois between July 28, 2017 and [\[preliminary approval date\]](#), and are not subject to any of the exclusions above, then you are a member of the Settlement Class and are entitled to a cash payment.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If the Court approves the Settlement, Gold Eagle has agreed to pay \$90,750 to create a "Settlement Fund." Class counsel will apply to the Court for compensation of up to one-quarter of the Settlement Fund in legal fees and expenses. This amount and the costs of administering the Settlement, as well as an incentive award of up to \$3,000 to the named Plaintiff, may be deducted from the Settlement Fund before it is equally distributed to class members, which, if granted, Class Counsel expect will result in settlement payments to class members of approximately \$703 to Class Members who first used a biometric timeclock before November 1, 2021, and payments of \$175.75 to Class Members who first used a biometric timeclock on or after November 1, 2021.

If any settlement checks are uncashed before they expire, the leftover funds will be redistributed to Class Members who timely cashed their checks. If there are funds left over even after the second round of checks, any remaining amounts will be donated to Legal Aid Chicago.

HOW TO GET BENEFITS

8. How do I get a payment?

A settlement check will automatically be mailed to you at your last known address. You can request to update your address on the “Contact” page of the settlement website, located [here](#). [\[website link\]](#).

9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [\[final fairness hearing date\]](#). If the Court approves the Settlement, payments to eligible Class Members will be sent within 52 days. Please be patient. All checks will expire and become void 120 days after they are issued.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers J. Dominick Larry of Nick Larry Law LLC as the attorney to represent you and other Class Members. He is called “Class Counsel.” In addition, the Court appointed Plaintiff John Krawiec to serve as the Class Representative. He is a Class Member like you. The Settlement Administrator can be reached by calling [\[1-800 number\]](#).

11. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you want your own lawyer, you will have to pay that lawyer.

12. How will the lawyers be paid?

Class Counsel will ask for attorneys’ fees and expenses of up to 25% of the total settlement fund of the total settlement fund, which equals \$22,687.50. Class Counsel will also request an incentive award of \$3,000 for the Class Representative. The Court will determine the proper amount of attorneys’ fees and expenses to award Class Counsel and the proper amount of any incentive award to the Class Representative. The Court may award less than the amounts requested.

YOUR RIGHTS AND OPTIONS

13. What happens if I do nothing at all?

If you do nothing, and you are a Settlement Class Member, and if the Court approves the Settlement, you will automatically receive a payment and you will also be bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Gold Eagle or any related entity for the claims or legal issues being resolved by this Settlement.

14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no payment under the Settlement, and you will no longer be a Settlement Class Member. You will keep your right to start your own lawsuit against Gold Eagle for the same legal claims at issue in this lawsuit. You will not be legally bound by the Court's judgments related to the Settlement Class and the Defendant in this class action.

15. How do I ask to be excluded?

You can mail a letter stating that you want to be excluded from the Settlement. Your letter must: (1) be in writing, (2) identify the case name, "*Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333," (3) state your full name and current address, (4) be physically signed by you or your representative, and (5) be postmarked for delivery by mail to the Settlement Administrator on or before [exclusion deadline]. Your request to be excluded must also include a statement to the effect that: "I hereby request to be excluded from the proposed Settlement Class in *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333." You must mail your exclusion request no later than [exclusion deadline] to:

Krawiec v. Gold Eagle Co. Settlement Administrator
c/o [Settlement Admin]
P.O. Box #####
[City, ST Zip]

You can't exclude yourself over the phone.

16. If I don't exclude myself, can I sue Gold Eagle for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Gold Eagle and any other released party for the claims being resolved by this Settlement.

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

No. If you exclude yourself, you will not receive a payment.

18. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval before filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Krawiec v. Gold Eagle Co.*, Case No. 2022-CH-07333, no later than [objection deadline]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the Court of the Circuit Court of Cook County, Illinois
Richard J. Daley Center
50 W. Washington St., Room 802
Chicago, Illinois 60602

The Objection must be in writing, must be signed, and must include the following information: (1) your full name and current address, (2) a statement that you believe yourself to be a member of the Settlement Class, (3) the specific grounds for your objection, (4) all documents or writings that you desire the Court to consider, (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (6) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. If you are represented by a lawyer, he or she must file an appearance or seek *pro hac vice* admission to practice before the Court, and electronically file the objection.

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than [objection deadline], copies of your objection and any supporting documents to both Class Counsel and Gold Eagle's lawyers at the addresses listed below:

Class Counsel	Gold Eagle's Counsel
J. Dominick Larry NICK LARRY LAW LLC 1720 W. Division St. Chicago, IL 60622 nick@nicklarry.law	Hillard M. Sterling ROETZEL & ANDRESS, LPA 70 W. Madison St., Suite 3000 Chicago, IL 60602 hsterling@ralaw.com

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and incentive award on [fee petition deadline].

19. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [date and time] before the Honorable Michael T. Mullen. The hearing will take place by Zoom teleconference, using the following credentials: meeting ID: 966 9558 1801; password: 160424; telephonic dial-in: 312-626-6799. **Do not come to the Courthouse for the final approval hearing.**

The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to the Class Representative.

Note: The date, time, and location of the Final Approval Hearing are subject to change by Court order. Any changes will be posted [here (settlement website link)] at the settlement website.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

22. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection, (*see* Question 18 above), and intend to appear at the hearing, you must state your intention to do so in your objection.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents, along with answers to any questions of yours, are available at the settlement website [website link] or by calling [toll free number].

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT, OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF PAYMENTS.

EXHIBIT 2

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

JOHN KRAWIEC, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GOLD EAGLE CO.,

Defendant.

Case No. 2022CH07333

Calendar 8

Hon. Michael T. Mullen

Courtroom 2510

DECLARATION OF SETTLEMENT ADMINISTRATOR

Pursuant to 735 ILCS 5/1-109, I, Shari Lynne Grayson, hereby declare and state as follows:

INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for Analytics Consulting, LLC ("Analytics"). Analytics was retained as the Settlement Administrator in this case, and, as the Project Manager, I am personally familiar with the facts set forth in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.

2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at Analytics and our partners.

BACKGROUND

3. ***Preliminary Approval.*** On September 19, 2023, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of Analytics as Settlement

Administrator. After the Court's preliminary approval of the Settlement, Analytics began to implement and coordinate the notice program.

4. ***The Purpose of this Declaration.*** I submit this Declaration to evidence Analytics' compliance with the terms of the Preliminary Approval Order and detail Analytics' execution of its role as the Settlement Administrator.

CLASS NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** Analytics maintains a notice database of 90 Class Member records which was used to effectuate the notice campaign as outlined within the Settlement Agreement. Analytics received the class data file on September 29, 2023. The file totaled 90 records. After reviewing the data for duplicate records, it was determined that the 90 records were unique and contained name and address information that was sufficient to attempt to issue notice. The class data file indicated that 75 Class members used the timeclock at issue prior to November 1, 2021, and 15 Class members used the timeclock exclusively after November 1, 2021.

6. ***Mail Notice.*** Analytics coordinated and caused the Postcard Notice to be mailed via First-Class Mail to Settlement Class Members for which a mailing address was available from the class data. The Notice included (a) a website URL and toll-free number for access to additional information, (b) the Class Member's approximate share of the Settlement, (c) rights and options as a Class Member and the dates by which to act on those options, and (d) the date and location of the Final Approval Hearing. A true and correct copy of the Notice is attached hereto as **Exhibit 1**.

7. ***Mail Notice Delivery.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support

System (CASS) to ensure the quality of the zip code, and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. On October 2, 2023, Analytics executed Notice mailings to 90 Class Member records, including supplemental mailings to Class Members whose initial Notices were not deliverable but for whom we were able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) via separate skip trace searches using the Experian third party vendor database.

8. ***Settlement Post Office Box.*** Analytics maintains the following Post Office Box (the “P.O. Box”) for the Settlement Program:

Gold Eagle Settlement
P.O. Box 2002
Chanhassen, MN 55317-2002

This P.O. Box serves as a location for the USPS to return undeliverable program mail to Analytics and for Settlement Class Members to submit Exclusion Requests and other settlement related correspondence. The P.O. Box address appears prominently in all Notices. Analytics monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

9. ***Settlement Website.*** On October 2, 2023, Analytics published the Settlement Website, www.goldeaglesettlement.com. Visitors to the Settlement Website can download the Long Form Notice, as well as Court documents, such as the Settlement Agreement, Order Resetting Final Approval Hearing, and motions and orders relating to settlement approval. Visitors are also able to find answers to frequently asked questions (FAQs), important dates and deadlines, instructions for opting out and objecting to the settlement, and contact information for the Settlement Administrator. On November 14, 2023, Analytics published Plaintiff’s Motion for Attorneys’ Fees and Incentive Award to the Settlement Website.

10. **Email Address.** On October 2, 2023, Analytics established the Settlement email address, info@goldeaglesettlement.com, on the website to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

NOTICE PROGRAM REACH

11. **Notice Reach Results.** Through the Mail Notice procedures outlined above, Analytics attempted to send direct notice to all 90 Class Members. The Notice Program reached a total of 87 (96.7%) Class Members.¹ Table 1 below provides an overview of dissemination results for the Notice Program.

Table 1: Notice Program Dissemination Results		
Description	Volume (#)	Percentage of Class Member Records (%)
Class Member Records	90	100.00%
Mail Notice		
Total Notices Mailed	90	100.00%
Total Notices Returned as Undeliverable	6	6.7%
Mail Notice Re-Mailed (1st Return)		
Total Unique Postcards Re-mailed (+)	3	3.3%
Total Undeliverable (Re-Mailed) Postcards (-)	0	0%
Total Reach		
Total Class Members that Received Direct Notice	87	96.7%

EXCLUSIONS AND OBJECTIONS

12. **Exclusions (Opt Outs) Received.** The deadline for Class Members to ask to be excluded from the Settlement was November 27, 2023. To date, Analytics has received one

¹ A Settlement Class Member is considered “reached” by direct Notice if a Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

exclusion request from a Settlement Class Member. A copy of that request, with the Settlement Class Members' address and contact information redacted, is attached as **Exhibit 2**.

13. ***Settlement Objections.*** The Preliminary Approval Order directed that objections be filed with the Court. Analytics has not received any objections from Settlement Class Members. Analytics has not received any communications from Class Members attempting to object or requesting to do so.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on December 4, 2023, in Chanhassen, Minnesota.


Shari Lynne Grayson

EXHIBIT 1

Gold Eagle Settlement

P.O. Box 2002

Chanhassen, MN 55317-2002

IMPORTANT NOTICE

Post Office: Please do not mark barcode

ABC1234567890 - Claim Number 0000000

TAP00000075DF

JOHN Q CLASSMEMBER

123 MAIN ST

ANYTOWN, ST 12345

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

Krawiec v. Gold Eagle Co., Case No. 2022-CH-07333

IF YOU USED A BIOMETRIC TIMECLOCK WHILE WORKING FOR GOLD EAGLE CO. IN ILLINOIS BETWEEN JULY 28, 2017 AND SEPTEMBER 18, 2023, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS-ACTION SETTLEMENT.

This is an official court notice. You are not being sued. This is not an ad for a lawyer.

A settlement has been reached in a class-action between Gold Eagle Co. ("Gold Eagle") and some of its current and former employees in Illinois. The lawsuit claims that Gold Eagle violated an Illinois law called the Biometric Information Privacy Act ("BIPA") by collecting workers' biometrics through timeclocks in Illinois without complying with the law's requirements. Gold Eagle denies any wrongdoing and says that it has not violated any laws. The settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses that come with continuing in court. The lawsuit is called *Krawiec v. Gold Eagle Co., Inc.*, No. 2022-CH-07333, and is pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division. Please read this notice carefully. Your legal rights are affected whether or not you act.

For complete information, visit GoldEagleSettlement.com or call 866-338-3097.

Who is included in the Settlement Class? Our records indicate that you may be included in the Settlement Class. The Settlement Class includes all individuals who used a biometric timeclock while working for Gold Eagle in Illinois between July 28, 2017 and September 18, 2023. Some exceptions apply.

What does the settlement provide? Gold Eagle has agreed to create a \$90,750 Settlement Fund. If you're eligible and the Court approves the settlement, the amount you receive will depend on when you started working at Gold Eagle. If you first used a biometric timeclock before November 1, 2021, you will receive approximately \$703. If you first used a biometric timeclock on or after November 1, 2021, you will receive approximately \$175.75. All litigation costs, settlement expenses, and legal fees will be separately paid from the settlement fund.

How do I get my payment? All class members will have a settlement check automatically mailed to you at your last known address. You can request to update your address on the "Contact" page of the settlement website, located at GoldEagleSettlement.com.

What are my rights and options? You can do nothing, object to any settlement terms, or exclude yourself from the settlement. If you do nothing and you are a member of the Settlement Class, you will receive a settlement payment, and you won't be able to sue Gold Eagle in the future for any of the claims addressed in the settlement. If you exclude yourself, you won't get a payment, but you'll keep your right to sue Gold Eagle regarding the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. For instructions and a complete list of requirements regarding the submission of an exclusion or objection, please see FAQ #s 15 and 18 in the long form notice available at GoldEagleSettlement.com or by calling 866-338-3097. **All Requests for Exclusion and Objections must be received or postmarked by November 27, 2023.**

Do I have a lawyer? Yes. The Court has appointed J. Dominick Larry from the law firm Nick Larry Law LLC. They represent you and the other Settlement Class Members. The lawyer will request to be paid from the total amount that Gold Eagle agreed to pay to the class members. Class Counsel has agreed to seek no more than one-quarter of the \$90,750 fund, or \$22,687.50, in attorneys' fees and costs. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen John Krawiec—a class member like you—to represent the Settlement Class.

When will the Court approve the settlement? The Court will hold a final approval hearing on December 21 at 1:30 before the Honorable Michael T. Mullen, by Zoom teleconference, using the following credentials: meeting ID: 966 9558 1801; password: 160424; telephonic dial-in: 312-626-6799. **Do not come to the Courthouse for the final approval hearing.** The Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to one-quarter of the Settlement Fund and an incentive award to Plaintiff Krawiec of \$3,000, a copy of which will be posted on the settlement website.

For more information, visit GoldEagleSettlement.com or call 866-338-3097.

TRIBUNAL DE CIRCUITO DEL CONDADO DE COOK, ILLINOIS, DEPARTAMENTO DE CONDADO, TRIBUNAL DE EQUITAD

Krawiec v. Gold Eagle Co., Caso N.º 2022-CH-07333

SI UTILIZÓ UN RELOJ CONTROL BIOMÉTRICO MIENTRAS TRABAJABA PARA GOLD EAGLE CO EN ILLINOIS ENTRE EL 28 DE JULIO DE 2017 Y EL 18 DE SEPTIEMBRE DE 2023, ES POSIBLE QUE TENGA DERECHO A RECIBIR UN PAGO EN EFECTIVO ASOCIADO AL ACUERDO DE UNA DEMANDA COLECTIVA.

Este documento constituye una notificación judicial oficial. Usted no es objeto de una demanda.

Este documento no constituye publicidad de los servicios de un abogado.

Se ha logrado un acuerdo en una demanda colectiva entre Gold Eagle Co. ("Gold Eagle") y algunos de sus empleados actuales y ex empleados de Illinois. En la demanda, se afirma que Gold Eagle violó una ley de Illinois denominada Biometric Information Privacy Act (Ley de Privacidad de la Información Biométrica o "BIPA"), ya que recogió los datos biométricos de los trabajadores a través de relojes control en Illinois sin haber cumplido con las exigencias legales. Gold Eagle niega haber cometido un delito y afirma que no ha violado ninguna ley. El acuerdo no establece quién tiene la razón y quién está equivocado, sino que constituye un convenio para poner término a la demanda y evitar las incertidumbres y los gastos que conlleva prolongar el proceso judicial. La demanda se denomina *Krawiec v. Gold Eagle Co.*, Caso N.º 2022-CH-07333, y se encuentra en trámite en el Tribunal de Circuito del Condado de Cook, Illinois, Departamento de Condado, Tribunal de Equidad. Lea con atención esta notificación. Sus derechos legales se verán afectados independientemente de si actúa o no.

Para obtener la información completa, visite GoldEagleSettlement.com o llame al 866-338-3097.

¿Quién forma parte del Acuerdo de la Demanda Colectiva? Según nuestros registros, usted podría formar parte del Acuerdo de la Demanda Colectiva. El Acuerdo de la Demanda Colectiva incluye a todas las personas que utilizaron un reloj control biométrico mientras trabajaban para Gold Eagle en Illinois entre el 28 de julio de 2017 y el 18 de septiembre de 2023. Se aplican algunas excepciones.

¿Qué ofrece el acuerdo? Gold Eagle se compromete a crear un Fondo del Acuerdo de \$90,750. Si usted cumple con los requisitos y el Tribunal aprueba el acuerdo, el monto que reciba dependerá del momento en que empezó a trabajar en Gold Eagle. Si utilizó por primera vez un reloj control biométrico antes del 1 de noviembre de 2021, recibirá aproximadamente \$703. Si lo utilizó por primera vez el 1 de noviembre de 2021 o en una fecha posterior, recibirá aproximadamente \$175.75. Todas las costas judiciales, los gastos relativos al acuerdo y los honorarios de abogados se pagarán de manera separada a través del fondo del acuerdo.

¿Cómo recibo mi pago? Se enviará de manera automática un cheque del acuerdo a todos los miembros de la demanda colectiva a su última dirección conocida. Puede presentar una solicitud para actualizar su dirección en la página "Contact" del sitio web del acuerdo, GoldEagleSettlement.com.

¿Cuáles son mis derechos y opciones? Puede no hacer nada, presentar una objeción contra los términos del acuerdo o excluirse del acuerdo. Si no hace nada y es miembro del Acuerdo de la Demanda Colectiva, recibirá un pago asociado al acuerdo y no podrá demandar a Gold Eagle en el futuro por las reclamaciones que se plantean en el acuerdo. Si se excluye, no recibirá un pago, pero conservará su derecho de demandar a Gold Eagle respecto a los asuntos relacionados con el acuerdo. Para excluirse, debe ponerse en contacto con el Administrador del Acuerdo por correo postal. También puede presentar una objeción contra el acuerdo si discrepa de algunos de sus términos. Para obtener instrucciones y una lista completa de los requisitos para excluirse o presentar una objeción, consulte la pregunta 15 y 18 de la notificación completa publicada en GoldEagleSettlement.com. **Todas las solicitudes de exclusión y las objeciones deben recibirse o se les debe colocar un sello postal antes del 27 de noviembre de 2023.**

¿Cuento con un abogado? Sí. El Tribunal ha designado a J. Dominick Larry del estudio jurídico Nick Larry Law LLC. Dicho abogado lo representa a usted y a los demás Miembros de la Demanda Colectiva. Asimismo, el abogado solicitará ser remunerado a través del monto total que Gold Eagle acuerde pagar a los miembros de la demanda colectiva. El Abogado Demandante ha acordado solicitar como máximo un cuarto del fondo de \$90,750 (\$22,687.50), por concepto de honorarios profesionales y gastos. Usted puede contratar a su propio abogado, pero tendrá que pagar sus honorarios profesionales. El Tribunal eligió a John Krawiec—al igual que usted, miembro de la demanda colectiva—como representante del Acuerdo de la Demanda Colectiva.

¿Cuándo aprobará el acuerdo el Tribunal? El Tribunal realizará una audiencia de aprobación final el 21 de diciembre de 2023 a las 1:30 p. m. ante el honorable juez Michael T. Mullen a través de una teleconferencia por Zoom, con las siguientes credenciales: ID de la reunión: 966 9558 1801; contraseña: 160424; número de marcación telefónica: 312-626-6799. **No se presente en el Juzgado para la audiencia de aprobación final.** El Tribunal atenderá las objeciones, determinará si el acuerdo es justo y considerará la solicitud de honorarios profesionales y gastos del Abogado Demandante de hasta un cuarto del Fondo del Acuerdo y el incentivo de \$3,000 a favor del Demandante Krawiec. Una copia de lo anterior se publicará en el sitio web del acuerdo.

Para mayor información, visite GoldEagleSettlement.com o llame al 866-338-3097.

EXHIBIT 2



KGE0000011504

11-17-23

To Whom it may concern:

I, MARTIN Ochoa, current employee of Gold Eagle Co., wish NOT to have anything to do with this Lawsuit Regarding this case.

Therefore,

I, Martin R. Ochoa decline participation in this case.

Case# 2022-CH-07333

KRAWIEC V. Gold Eagle Co.

KGEO00000C489-Claim number 1000016

My Current Address is as follows:

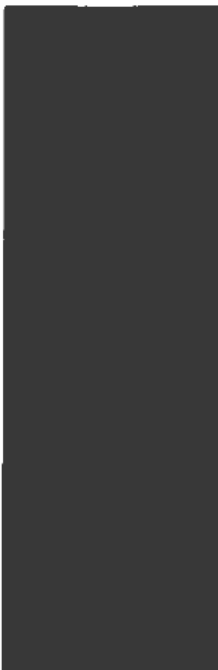
MARTIN Ochoa



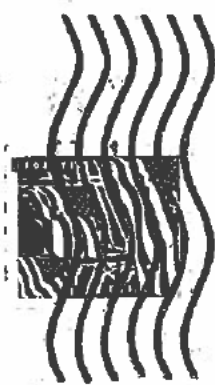
My Formal Signature is as follows:

Martin R. Ochoa

MARTIN Ochoa



S SUBURBAN IL 604
17 NOV 2023 PM 8 L



GOLD Eagle Settlement
Krawiec v. Gold Eagle Co.
P.O. Box 2002
Chanhassen, MN.

55317-2002

55317-200202

