

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Plaintiffs Otis Winslow (“Winslow”) and Ricardo Galan (“Galan” or collectively, “Plaintiffs” or “Class Representatives”), on behalf of themselves and the Settlement Class (defined below), and Defendant Mullins Food Products, Inc. (“Defendant”). Plaintiffs and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Plaintiff Galan filed a Class Action Complaint (the “Galan Action”) on behalf of himself and a putative class in the lawsuit styled *Galan v. Mullins Food Products, Inc.*, 2021-CH-00898, in the Circuit Court of Cook County, Illinois (“Court”), which asserts claims under the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”);

WHEREAS, Plaintiff Winslow filed a Class Action Complaint (the “Winslow Action”) on behalf of himself and a putative class in the lawsuit styled *Winslow v. Mullins Food Products, Inc.*, 2023-CH-07953, in the Circuit Court of Cook County, Illinois (“Court”), which asserts claims under the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”);

WHEREAS, the Plaintiffs have alleged that Defendant violated BIPA by collecting, storing, using, and disseminating Plaintiffs’ and the Class’s biometrics without the proper consent, publicly available policies, and written disclosures required by the statute (the “Allegations”);

WHEREAS, Plaintiffs have alleged that, as a result of the Allegations, Plaintiffs and other similarly situated individuals may be entitled to declaratory and injunctive relief, statutory damages, attorneys’ fees, and costs;

WHEREAS, Defendant has denied the Allegations and has disclosed certain defenses to Class Counsel, including Defendant’s implementation of a BIPA-compliant consent and release no later than March 2021;

WHEREAS, the Parties and their counsel engaged in intensive, arm's-length negotiations to resolve the Action with a view toward achieving substantial benefits for the Settlement Class as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties' counsel and Defendant's representatives ultimately reached an agreement in principle to consolidate and resolve the Galan Action and Winslow Action (collectively, the "Action");

WHEREAS, for settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class and appoint Galan and Winslow as Class Representatives and their lawyers—Mark Hammervold, Rachel Dapeer, Manuel S. Hiraldo, Arun Ravindran, and Evan M. Meyers — as Class Counsel in this Action;

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiffs and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Class;

WHEREAS, Plaintiffs, on behalf of themselves and as the representatives of the Settlement Class, and Defendant desire to resolve the dispute between them, while Defendant denies any and all liability to Plaintiffs or the members of the Settlement Class;

WHEREAS, Plaintiffs, on behalf of themselves and as the representatives of the Settlement Class, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representatives and to the Settlement Class. Nonetheless, Defendant has concluded that further

litigation would be protracted and expensive, has taken into account the uncertainty and risks inherent in this Action, and has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and/or dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement, and the exhaustion of any appeals.

I. DEFINITIONS

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. “Administrator” means KCC Class Action Services LLC which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice to Settlement Class Members; (b) making any mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or their designee; (d) establishing the Settlement Website; (e) distributing payments to Settlement Class Members or to the Illinois Unclaimed Property Fund; and (f) otherwise assisting with implementing and administrating this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement

preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. “Agreement” means this Settlement Agreement and Release and all attachments and exhibits hereto.

C. “Attorneys’ Fees and Expenses” means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiffs or the Settlement Class) for all attorneys’ fees, costs, and adequately supported expenses of any kind (including, but not limited to, mediation fees, travel, filing fees, court reporter, and videographer expenses, expert fees and costs, and document review and production costs) incurred by Plaintiffs or Class Counsel in connection with the Action.

D. “Claim Settlement Check” means the check containing the Claim Settlement Payment for each Settlement Class Member who does not timely opt-out of the Agreement.

E. “Claim Settlement Payment” means the payment in the gross amount of \$1,321.00 (with an estimated net payment amount of \$700.00-\$800.00) to be made to each Settlement Class Member who does not timely opt-out of the Agreement.

F. “Class Counsel” means: Mark Hammervold of Hammervold Law, LLC, Rachel Dapeer of Dapeer Law, P.A., Manuel S. Hiraldo of Hiraldo P.A., Arun Ravindran of Hedin LLP, and Evan M. Meyers of McGuire Law, P.C.

G. “Class Notice” means the program of notice described in this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

H. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as no later than approximately sixty (60) days prior to the Final Approval Hearing.

I. “Class Period” means the time period from February 24, 2016 through the date of the Final Approval Order.

J. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third party or entity other than the Administrator.

K. “Counsel for Defendant” means: John Ruskusky, Kathleen Mallon and Maggie Borse of Nixon Peabody, LLP.

L. “Court” means the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

M. “Days” means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

N. “Effective Date” means the date that falls thirty-one days after the Court enters the Final Approval Order, provided that there is no appeal of the Final Approval Order. If an appeal of the Final Approval Order is taken, any and all payments required by this Agreement (i.e., the Settlement Fund, Service Award, Administrative Fees, and Attorneys’ Fees) will not be made until

such appeal has been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement.

O. “Final Approval Hearing” means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

P. “Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement.

Q. “Final Approval Order” means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 1**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class as a whole, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement, ruling on Class Counsel’s application for attorneys’ fees and expenses and the Service Award for the Class Representative, and dismissing the Action with prejudice. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

R. “Long-Form Notice” means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 2** to this Agreement.

S. “Notice” means the postcard and individual notice that will be mailed by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 3** to this Agreement.

T. “Notice and Administrative Costs” means the reasonable costs and expenses authorized by the Court and approved by Class Counsel and Counsel for Defendant of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail for Settlement Class Members, assisting Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

U. “Objection Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than twenty (20) days before the Final Approval Hearing.

V. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than twenty (20) before the Final Approval Hearing.

W. “Preliminary Approval Order” means an order to be entered by the Court certifying the Settlement Class and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 4**, without material change.

X. “Released Claims” means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’

fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, whether they are or could have been asserted in the Complaint, the Action, or that relate to or arise from the Allegations, including, but not limited to, any and all claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, or any related state, local, statutory or common law, federal, or other law relating to scans and/or use of fingers and/or fingerprints.

Y. “Released Parties” means Defendant and each of Defendant’s present or former affiliates, agents, employees, subsidiaries, predecessors, successors, parents, co-venturers, divisions, joint ventures and assigns, as well as each of those entities’ or persons’ past or present owners, investors, directors, officers, employees, partners, managers, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, indemnitors, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives, consultants, vendors, contractors, volunteers, performers, co-marketers, licensors, concessionaires, franchisors, and assigns.

Z. “Request for Exclusion” means a written request from a Settlement Class Member that seeks to exclude the Settlement Class Member from the Settlement Class.

AA. “Service Award” means any approved payments to the Class Representatives.

BB. “Settlement” means the settlement set forth in this Agreement.

CC. “Settlement Class” means all members of the class of persons in this Action that will be certified by the Court for settlement purposes as follows:

All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system that captured, collected, stored, disseminated, disclosed and/or otherwise used any alleged biometric identifier or biometric information in connection with their employment (whether as an employee, temporary employee, or independent contractor) without first providing a written consent with Defendant from February 24, 2016 to present.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant (other than those individuals specified in the Settlement Class Data); (3) any of the Released Parties; (4) the immediate family of any of the Released Parties; (5) any Settlement Class Member who has timely opted out of this proceeding; (6) Class Counsel, their employees, and their immediate family; and (7) persons who provided their written consent to Defendant's use or disclosure of their alleged biometric information prior to using a finger scan timekeeping system at Defendant's facility in Illinois.

DD. "Settlement Class Data" means the name, and to the extent available the last known address and Social Security Number, relating to approximately 757 persons who, according to Defendant's records, may be Settlement Class Members. The Settlement Class Data shall be treated as Confidential Information and disclosed solely by Defendant to the Administrator pursuant to a confidentiality agreement.

EE. "Settlement Class Member(s)" means any member of the Settlement Class.

FF. "Settlement Class Payment List" means the list of all Valid Settlement Class Members; the address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

GG. “Settlement Fund” means the total maximum amount that Defendant has agreed to make available, as described in Section II B.1., to cover the Claim Settlement Payments, the Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses.

HH. “Settlement Website” means the website prepared by the Administrator in connection with the process of providing Class Notice to Settlement Class Members.

II. “Valid Settlement Class Members” means any Settlement Class Member who does not properly opt out in accordance with this Agreement.

II. SETTLEMENT TERMS

A. Certification of Settlement Class and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant’s conditional agreement is contingent on (i) the Parties’ execution of this Agreement, (ii) the Court’s entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final and non-appealable. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Illinois Rules of Civil Procedure and any applicable state law or federal rule of civil procedure or evidence, and Defendant shall not be obligated to make any payments or provide any monetary or non-monetary relief to Plaintiffs and/or the Settlement Class Members, any Attorneys’ Fees or Expenses to Class Counsel, and any Service Award to Plaintiffs.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this

Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representatives and Class Counsel agree that Defendant retains and reserves all of these rights and agree not to take a position to the contrary.

B. Settlement Class Relief

1. Claim Settlement Payments to Settlement Class

In consideration for the releases set forth in this Agreement, Defendant shall provide the following relief:

A. Defendant shall pay \$1,000,000.00 in cash (the “Settlement Fund”) for payment of claims by Class Members. All Valid Class Members shall be sent a Claim Settlement Check by the Administrator on a pro rata basis not to exceed \$1,321.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses, which is estimated to result in a total net payment of \$700.00-\$800.00 for each Settlement Class Member). Within thirty (30) days after the Effective Date, the Administrator shall send, by first-class mail, a Claim Settlement Check to each Valid Class Member. Checks will be valid for ninety (90) days from the date on the check.

Except as provided in this Section and any Service Award that the Court awards to Plaintiffs, all monies for which will be paid from the Settlement Fund, Defendant shall have no obligation to make any other or further payments to Plaintiffs or to any Settlement Class Member.

2. Compliance with BIPA

Defendant will continue to employ policies and procedures to ensure compliance with BIPA's consent, notice, and biometric destruction requirements.

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court a motion for preliminary approval of this Agreement. The motion shall seek entry of a Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant's Counsel.

D. Service Awards and Attorneys' Fees and Expenses

1. Service Awards

Class Counsel will request, and Defendant will not oppose, a Service Award not to exceed \$4,500.00 (four thousand five hundred dollars and zero cents) each for Plaintiff Winslow and Plaintiff Galan (totaling \$9,000.00 in Service Awards, collectively "Service Awards"), to be paid from the Settlement Fund. All Service Awards shall be paid by the Administrator within sixty (60) days of the Effective Date and the Settlement Fund will be reduced in the amount of any Court Order for the Service Awards.

2. Attorneys' Fees and Expenses

Class Counsel will request, with no consideration from Defendant, an award of Attorneys' Fees and Expenses not to exceed forty percent (40%) of the Settlement Fund plus their reasonable costs and expenses, and which will be paid solely from the Settlement Fund. Class Counsel shall not seek any payment or award of Attorneys' Fees and Expenses from any other source other than the Settlement Fund. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. All Attorneys' Fees and Expenses shall be paid to

Class Counsel by the Administrator within sixty (60) days of the Effective Date and the Settlement Fund will be reduced in the amount of any Court Order for Attorneys' Fees and Expenses.

In the event that the Court does not approve the full award of the Service Awards or of Attorneys' Fees and Expenses requested by Class Counsel, or if the Court awards an amount less than that requested by Plaintiffs or Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the Settlement null void, or unenforceable.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on KCC Class Action Services LLC as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, the implementation and effectuation of Class Notice, receiving and maintaining on behalf of the Court any correspondence regarding Requests for Exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree in writing is appropriate.

The Parties will coordinate with the Administrator to provide and mail Notice to the Settlement Class, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the

administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

All Notice and Administrative Costs shall be paid from the Settlement Fund and the Settlement Fund will be reduced in the amount of any Court Order for Notice and Administrative Costs. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiffs, any Settlement Class Member, Class Counsel, or the Administrator. The Administrator will invoice Defendant directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant monthly for incurred fees and expenses thereafter through the Final Approval Order. The Administrator will complete and provide to Defendant any W9 forms necessary for Defendant to pay for the Notice and Administrative Costs.

Defendant will be responsible for providing Social Security Numbers for Class Members (to the extent Defendant has this information) to the Administrator, and the Administrator will be responsible for issuing a 1099 to all Class Members who receive a Claim Settlement Payment. Each Settlement Class Member shall be responsible for his or her taxes relating to any Claim Settlement Check or Claim Settlement Payments.

B. Notice

1. Notice to the Settlement Class

Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice and Long-Form Notice before the Class Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any notices provided under or as part of the Class Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant.

2. Settlement Class Data

Subject to the entry of a confidentiality agreement between the Settlement Administrator, Class Counsel, and Defendant's Counsel, Defendant will provide to the Administrator (and only the Administrator) the Settlement Class Data in electronic format within fifteen (15) days after entry of the Preliminary Approval Order.

3. Notice

The Administrator shall provide the Notice to Settlement Class Members for which Defendant maintains mail addresses. For those Settlement Class Members, the Administrator, by the Class Notice Date, shall send one copy of the Notice by U.S. Mail. Prior to mailing, the Administrator shall run the Settlement Class Members' addresses through the U.S. Postal Service's National Change of Address database and mail the Notice using the most current mailing address information. The Claims Administrator shall promptly conduct a second mailing for any Settlement Class Member whose Notice is returned as undelivered based on one entry level skip trace for each Settlement Class Member whose Notice is returned as undelivered.

4. Long-Form Notice

The Notice will contain the address for the Settlement Website, www.MullinsBIPAsettlement.com. The Long-Form Notice shall be posted on the Settlement Website. The Long Form Notice will also be provided to all Settlement Class Members who contact the Administrator by telephone or mail and request a copy.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) provides access to relevant documents concerning the Action, and (ii) provides contact information for the Administrator and Class Counsel. Such documents shall include this Agreement and Class Notice; the Long-Form Notice, the Preliminary Approval Order; the operative Complaints; and, when filed, the Motion for Attorneys' Fees,

Expenses, and Service Awards and the Final Approval Order. The Class Notice shall include the address (URL) of www.MullinsBIPAsettlement.com for the Settlement Website. The Administrator shall maintain the Settlement Website until at least one hundred twenty (120) days following the Effective Date.

6. Interactive Voice Response System.

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an Interactive Voice Response (“IVR”) or similar system to answer questions about the Settlement. The Administrator shall maintain the IVR or similar system until at least one hundred twenty (120) days following the Effective Date.

C. Opt-Out Rights

1. Opt-Out Requirements

A Settlement Class Member who wishes to opt-out of the Settlement Class must do so in writing. To opt-out, a Settlement Class Member must complete and send to Class Counsel (or the Administrator), at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise orders). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) be personally signed by the Settlement Class Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: “I hereby request that I be excluded from the proposed Settlement Class.”

No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out must send an individual, separate request to the Administrator that complies with the Settlement Agreement.

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class, and shall be bound by the Settlement and all subsequent proceedings, orders, and judgments, including the Final Approval Order, in the Action.

A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

2. Opt-Outs Not Bound

Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

3. List of Requests for Exclusion

At least fifteen (15) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. All Settlement Class Members Bound By Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Valid Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

D. Objections

Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to Class Counsel and Counsel for Defendant, no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Class Notice.

To be valid, the written objection must include:

- a. the name of the Action;
- b. the objector's full name, address, and telephone number;
- c. an explanation of the basis on which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector;

- g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- l. the objector's personal signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

3. Appearance

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with

the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline (“Notice of Intention to Appear”); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member’s name, address, telephone number, and signature, and, if represented by counsel, their contact information; and (c) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

4. Discovery From Settlement Class Members Who Object To The Settlement

The Parties shall have the right without further leave of court to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member’s counsel without further leave of court.

E. Funding & Distribution of The Settlement Fund and Claim Settlement Payment

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Settlement Class Members. For any individual checks that remain uncashed after 90 days, or that bounce back as undeliverable, the Settlement Administrator shall make one additional attempt to identify an address for such individual and shall send a new check to such individual. For any individual checks that remain uncashed after 90 days following this second

effort, the amount of such uncashed checks shall be deposited by the Settlement Administrator with the Illinois State Unclaimed Property Fund, or if that is not approved by the Court, shall be paid to a *cy pres* recipient selected by the Parties and approved by the Court.

2. Funding

Defendant, following the receipt of payment instructions and a Form W-9 from the Settlement Administrator, shall fund all Settlement Fund amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Members who do not properly opt out within ten (10) days after Final Approval.

3. Distribution

The Administrator shall pay any Claim Settlement Payments to Valid Settlement Class within sixty (60) days after the Effective Date.

F. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed, vacated or altered on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.

G. Termination of Agreement

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court fails or declines to grant Preliminary Approval in accordance with the material terms of the Preliminary Approval Order; (2) the Court fails or declines to grant Final Approval in accordance with the material terms of the Final Approval Order; (3) an appellate court vacates, reverses or alters the Final Approval Order; (4) the Effective Date does not occur for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs. Defendant further may terminate this Agreement in the event that 38 or more individuals included on the Class List submit timely and valid requests for exclusion from the Settlement, provided that Defendant provides written notice of the election to do so to Class Counsel within ten (10) days after the Objection/Exclusion Deadline.

H. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred

and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out or objected shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

B. Dismissal of Claims with Prejudice

The Parties agree that upon the entry of the Final Approval Order, the Action shall be dismissed with prejudice in accordance with the Final Approval Order and judgment shall be entered.

C. Continuing Jurisdiction of Court

The Court shall retain exclusive and continuing jurisdiction over this Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and any disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

V. RELEASES

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representatives, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class, and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims.

The Class Representatives, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representatives, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiffs for any and all claims that he may have against any of the Released Parties.

Upon issuance of the Final Approval Order, the Plaintiffs, the Settlement Class, and each Settlement Class Member shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Plaintiffs and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding and not to file, commence, prosecute, intervene

in, or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiffs represent and warrant that: (a) Plaintiffs are the sole and exclusive owner of their own Released Claims; (b) Plaintiffs have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) Plaintiffs will not assign or otherwise transfer any interest in any of the Released Claims; and (d) Plaintiffs have no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

Class Counsel represent and warrant that: (a) they know of no other persons with claims against Defendant who are not included in the Settlement Class and whose claims will not be released upon the Effective Date of this Agreement; (b) they will keep confidential and not publicly disclose, disseminate, or use any of the information in the Settlement Class Data except to assist Settlement Class Members in connection with this Settlement Agreement; and (c) they will not advertise for or solicit individuals to bring any additional lawsuits or claims against Released Parties.

VII. MISCELLANEOUS PROVISIONS

A. Administration of Settlement

For purposes of efficiency, the Parties agreed to consolidate the Galan Action and the Winslow Action and have the Court in the first-filed action, the Galan Action, approve this Settlement Agreement.

B. Receipt of Advice of Counsel

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

C. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

D. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

E. No Admission of Liability

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representatives, on behalf of themselves or the Settlement Class, against Defendant. Defendant expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of Agreement, and any negotiations, statements,

or proceedings in connection therewith, shall not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by Defendant and any of the Released Parties and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

F. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

G. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

H. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except

as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

I. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

J. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

K. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

L. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

M. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall

be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

N. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

O. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

P. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the state of Illinois, without reference to its conflict of law provisions. The adequacy of the settlement, and any determination regarding Attorneys' Fees and Expenses and any Service Award, shall be governed by Illinois law.

Q. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arms-length negotiations.

R. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

S. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

T. Counterparts

This 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 provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

U. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

V. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

W. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted

against any Party. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

X. Confidentiality; Communications to Media and Public


The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendant. The Parties further agree that before the entry of Final Approval of the Settlement, if any print or electronic media outlet contacts any Party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed on by all Parties in writing, no information will be provided in response to such inquiries.

For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated: 5/23/2024

By: 
Plaintiff Ricardo Galan


Dated: _____

By: _____
Plaintiff Otis Winslow

Dated: _____

By: _____
Counsel for Plaintiffs and the Settlement Class in the
Winslow Action

Dated: 5/23/2024

DocuSigned by:

2E07D3FC218248B...
Counsel for Plaintiffs and the Settlement Class in the
Galan Action

Dated: _____

Mullins Food Products, Inc.
By: _____
Name: _____
Title: _____

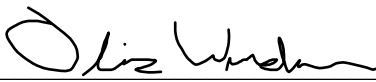
Dated: _____

By: _____
Counsel for Defendant


Dated: _____

By: _____
Plaintiff Ricardo Galan

Dated: 05/22/2024

By: 
Plaintiff Otis Winslow

Dated: 05/22/2024

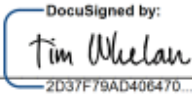
By: 
Counsel for Plaintiffs and the Settlement Class in the Winslow Action

Dated: _____

Counsel for Plaintiffs and the Settlement Class in the Galan Action

Dated: 5/22/2024

Mullins Food Products, Inc.

By: 
2D37F79AD406470...

Name: Tim Whelan

Title: Vice President & General Counsel

Dated: _____

By: _____
Counsel for Defendant

Dated: _____

By: _____
Plaintiff Ricardo Galan

Dated: _____

By: _____
Plaintiff Otis Winslow

Dated: _____

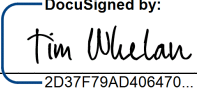
By: _____
Counsel for Plaintiffs and the Settlement Class in the
Winslow Action

Dated: _____

Counsel for Plaintiffs and the Settlement Class in the
Galan Action

Dated: 5/22/2024

Mullins Food Products, Inc.

By:  _____
2D37F79AD406470...

Name: Tim Whelan

Title: Vice President & General Counsel

Dated: _____


By:  _____
Counsel for Defendant

EXHIBIT 1

from the Settlement Class; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award a Service Award to Plaintiffs.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Agreement was reached after the Parties had engaged in extensive settlement discussions and after the exchange of information, including information about the size and scope of the Settlement Class and defenses asserted by Defendant in the Action. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under 735 ILCS § 5/2-801 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the

claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Class is ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to 735 ILCS § 5/2-801, this Court hereby finally certifies the Settlement Class, as identified in the Agreement: **All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system that captured, collected, stored, disseminated, disclosed and/or otherwise used any alleged biometric identifier or biometric information in connection with their employment (whether as an employee, temporary employee, or independent contractor) without first providing a written consent with Defendant from February 24, 2016 to present.**

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant (other than those individuals specified in the Settlement Class Data); (3) any of the Released Parties; (4) the immediate family of any of the Released Parties; (5) any Settlement Class Member who has timely opted out of this proceeding; (6) Class Counsel, their employees, and their immediate family; and (7) persons who provided their written consent to Defendant's use or disclosure of their alleged biometric information prior to using a finger scan timekeeping system at Defendant's facility in Illinois.

III. APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL

5. The Court finally appoints Mark Hammervold of Hammervold Law, LLC, Rachel Dapeer of Dapeer Law, P.A., Manuel S. Hiraldo of Hiraldo P.A., Arun Ravindran of Hedin LLP, and Evan M. Meyers of McGuire Law, P.C. as Class Counsel for the Settlement Class.

6. The Court finally designates Plaintiffs Ricardo Galan and Otis Winslow as the Class Representatives.

IV. NOTICE AND CLAIMS PROCESS

7. The Court makes the following findings on notice to the Settlement Class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of 735 ILCS § 5/2-801, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class

Members; and (iii) comply fully with the requirements of 735 ILCS § 5/2-801, the Rules of this Court, and any other applicable laws.

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments to those Valid Settlement Class Members.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$ _____ as reasonable attorneys' fees and costs. The Court finds that the requested fees are reasonable under the percentage of the fund for the reasons set forth herein. The award of Attorneys' Fees and Expenses to Class Counsel shall be paid and deducted from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would

receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel has a standard contingent fee agreement with Plaintiffs, who have reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and [REDACTED] Settlement Class Member(s) objected.

11. The Court awards a Service Award in the amount of \$4,500.00 to each of the two Plaintiffs (for a total of \$9,000.00), which shall be paid and deducted from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

12. The Administrator shall be paid pursuant to the Parties' agreement which shall be paid and deducted from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Agreement.

14. Furthermore, in accord with the Agreement, all Settlement Class Members who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement

have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims and are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date of this Final Approval Order; and the Released Parties (as that term is defined in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Persons (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly and timely requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not properly or timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to

amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Defendant expressly denies and disclaims any liability or wrongdoing relating to the Action. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel,

release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

ENTERED:

Dated: _____

CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

EXHIBIT 2

If You Worked at Mullins Food Products, Inc., and utilized a finger scan timekeeping system, You May be Entitled to Compensation

A state court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit alleging that Mullins Food Products, Inc. (“Mullins Food”) captured, collected, stored, disseminated, disclosed and/or otherwise used biometric information without consent. Defendant denies any wrongdoing and **the Court has not decided who is right or wrong.**
- The Settlement offers payments to Settlement Class Members.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A PAYMENT	If you are a member of the Settlement Class and the Court approves the Settlement and it becomes final and effective, you will <i>automatically</i> receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in court about the fairness of the Settlement. Attendance at a hearing is not required to receive Settlement benefits.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to Settlement Class Members who do not opt out. Please be patient.

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QUESTIONS? CALL **1-xxx-xxx-xxxx** OR VISIT
www.MullinsBIPAsettlement.com

BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of a class action lawsuit known as *Galan v. Mullins Food Products, Inc.*, Case No. 2021-CH-00898 (and a consolidated case *Winslow v. Mullins Food Products, Inc.*, Case No. 2023-CH-07953) and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

2. What is this litigation about?

The lawsuit alleges that Mullins Food Products violated or failed to comply with the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”) by capturing, collecting, storing, disseminating, disclosing and/or otherwise using Plaintiffs’ and the Class’s biometrics without the proper consent and written disclosures required by the statute.

Mullins Food Products denies each and every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiffs’ Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.MullinsBIPAsettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is the Biometric Information Privacy Act?

The Biometric Information Privacy Act, 704 ILCS 14/1, *et seq.*, is an Illinois law that regulates the collection and use of biometric information.

4. Why is this a class action?

In a class action, two people called the “Class Representatives” (in this case, Plaintiffs Otis Winslow and Ricardo Galan) sue on behalf of themselves and other people with similar claims.

All of the people who have claims similar to the Plaintiffs are Settlement Class Members, except for those who exclude themselves from the class.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiffs or Mullins Food Products. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this Notice. Mullins Food Products denies all material fact and legal claims in this case. Plaintiffs and Plaintiffs’ lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

QUESTIONS? CALL [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) OR VISIT
www.MullinsBIPAsettlement.com

6. Who is included in the Settlement?

The Settlement is defined as:

All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system that captured, collected, stored, disseminated, disclosed and/or otherwise used any alleged biometric identifier or biometric information in connection with their employment (whether as an employee, temporary employee, or independent contractor) without first providing a written consent with Defendant from February 24, 2016 to present.

Persons meeting this definition are referred to collectively as the “Settlement Class” and, individually, as “Settlement Class Members.”

Excluded from the Settlement Class are: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant (other than those individuals specified in the Settlement Class Data); (3) any of the Released Parties; (4) the immediate family of any of the Released Parties; (5) any Settlement Class Member who has timely opted out of this proceeding; (6) Class Counsel their employees, and their immediate family; and (7) persons who provided their written consent to Defendant’s use or disclosure of their alleged biometric information prior to using a finger scan timekeeping system at Defendant’s facility in Illinois.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.MullinsBIPASettlement.com or call the toll-free number, 1-xxx-xxx-xxxx. You also may send questions to the Settlement Administrator at P.O. Box XXXX, XXXX, XX XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Mullins Food Products has agreed to make payments to the Settlement Class Members and pay for Notice and Administrative Costs out of the Settlement. Following the Effective Date, Defendant will pay a total of \$1,000,000.00 (the “Settlement Fund”). Each Settlement Class Member shall automatically be sent a Claim Settlement Check by the Administrator on a pro rata basis (after the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses), not to exceed \$1,321.10 for each Settlement Class Member (with an estimated net payment amount of \$700.00-\$800.00 for each Settlement Class Member).

9. When will I receive my payment?

Settlement Class Members will be sent their Claim Settlement Payments to their last known address within approximately 60 days following the Effective Date, but payments will be made only after the

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.MullinsBIPAsettlement.com**

Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a proper and timely letter by mail to:

Settlement Administrator
P.O. Box XXXX
XXXX, XX XXXX

Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be excluded, such as “I hereby request that I be excluded from the proposed Settlement Class.” You must also identify the case name, and provide your name, address and telephone number so that you can be identified as a Settlement Class Member.

Your exclusion request must be postmarked no later than **XXXXXXXXXX**. You cannot ask to be excluded over the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

11. If I do not exclude myself, can I sue Mullins Food for the same thing later?

No. Unless you exclude yourself, you give up the right to sue for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

12. What am I giving up to stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.MullinsBIPAsettlement.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims and Released Parties with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 15 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Agreement including the Released Claims or what they mean.

13. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

**QUESTIONS? CALL [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx) OR VISIT
www.MullinsBIPAsettlement.com**

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Mark Hammervold
HAMMERVOLD LAW, LLC
155 S. Lawndale Ave.
Elmhurst, IL 60126
(405) 509-0372
mark@hammervoldlaw.com

Manuel S. Hiraldo
HIRALDO P.A.
401 E Las Olas Blvd., Ste. 1400
Fort Lauderdale, FL 33301
(954) 400-4713
mhiraldo@hiral dolaw.com

Rachel Dapeer
DAPEER LAW, P.A.
20900 NE 30th Avenue, #417
Aventura, FL 33180
(954) 799-5914
rachel@dapeer.com

Arun Ravindran
HEDIN LLP
1395 Brickell Ave., Suite 1140
Miami, FL 33131
(305) 203-4573
aravindran@hedinllp.com

Evan M. Meyers
MCGUIRE LAW P.C.
55 West Wacker Drive, 9th Floor
Chicago, IL 60601
(312) 893-7002
emeyers@mcgpc.com

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.MullinsBIPAsettlement.com**

15. How will the lawyers be paid?

Class Counsel intend to request up to \$400,000.00 for attorneys' fees, plus actual out-of-pocket expenses incurred in the litigation. The fees and expenses awarded by the Court will be paid and deducted from the Settlement Fund. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$4,500.00 be paid and deducted from the Settlement Fund to each of the Class Representatives for Plaintiffs' service as representatives on behalf of the whole Settlement Class.

Notice and Administration Costs of the Administrator also will be paid and deducted from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must timely submit a letter that includes the following:

- 1) A heading that includes the case name;
- 2) Your full name, address, telephone number, and if represented by counsel, the name, address, and telephone number of your counsel;
- 3) An explanation stating the basis that you are a member of the Settlement Class;
- 4) A statement of all your objections to the Settlement including your legal and factual basis for each objection;
- 5) A statement of whether you intend to personally appear at the Final Approval Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend;
- 6) The number of times in which you, your counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that you file the objection, the caption of each case in which you, counsel or the firm has made such objection, and a copy of any orders related to or ruling upon your, counsel's or the firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 8) Any and all agreements that relate to the objection or the process of objecting—whether written or verbal—between you or your counsel and any other person or entity; and
- 9) Your personal signature (an attorney's signature is not sufficient).

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings).

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.MullinsBIPAsettlement.com**

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

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

The Court has scheduled a Final Approval Hearing on **xxxxxxx at xxx a.m.** at the **xxxxxxxxxxxxxx**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www. [redacted] BIPAsettlement.com** for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for Attorneys’ Fees and Costs and for Service Awards to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

19. Do I have to attend the hearing?

No, Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it, but you may do so if you wish. As long as you submitted your written objection on time to the proper addresses and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your timely filed objection must include a statement of whether you intend to appear at the Final Approval Hearing (*see* Question 16 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, you will automatically receive the cash benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the Agreement and Settlement and judgment entered by the Court.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the

QUESTIONS? CALL **1-xxx-xxx-xxxx OR VISIT **www.MullinsBIPAsettlement.com****

Settlement Agreement at www.MullinsBIPAsettlement.com. You also may write with questions to the Settlement Administrator at P.O. Box XXXX, XXXX, XX XXXXX or call the toll-free number, 1-xxx-xxx-xxxx.

Please do not contact the Court or Mullins Food's counsel. They will not be able to assist you.

**QUESTIONS? CALL 1-xxx-xxx-xxxx OR VISIT
www.MullinsBIPAsettlement.com**

EXHIBIT 3

If You Worked for Mullins Food Products, Inc., and utilized a finger scan timekeeping system, You May be Entitled to Compensation

A Settlement has been reached in a class action lawsuit alleging that Mullins Food Products, Inc. (“Mullins Food” or “Defendant”) captured, collected, stored, disseminated, disclosed and or otherwise used biometric information without consent.

The Court has not decided who is right.

Who’s Included? The Settlement includes: **All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system that captured, collected, stored, disseminated, disclosed and/or otherwise used any alleged biometric identifier or biometric information in connection with their employment (whether as an employee, temporary employee, or independent contractor) without first providing a written consent with Defendant from February 24, 2016 to present.** You received this notice because records show that you may be a Settlement Class Member. Persons who provided their written consent to Defendant’s use or disclosure of their alleged biometric information prior to using a finger scan timekeeping system at Defendant’s facility in Illinois are not Settlement Class Members.

What Are the Settlement Terms? Mullins Food has agreed to pay class members who do not timely and properly opt out of the Settlement, Notice and Administrative Costs of the Settlement, Attorneys’ Fees and Expenses incurred by counsel for the Settlement Class, and Service Awards for the Class Representatives. Following the Effective Date, Defendant will pay a total of \$1,000,000.00 (the “Settlement Fund”). Each Settlement Class Member who does not timely and properly opt out shall automatically be sent a Claim Settlement Check by the Administrator on a pro rata basis, less the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, Attorney’s Fees and Costs, and Service Awards to the Class Representatives, in a payment amount expected to be between \$700.00-\$800.00.

How Can I Get a Payment? To get a payment, you do not need to take any further action and a check will be automatically sent to you.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **XXXXXXXXXX**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website (<http://www.MullinsBIPAsettlement.com>). You may object to the Settlement by **XXXXXXXXXX**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **XXXXXXXXXX** to consider whether to approve the Settlement, a request for Attorneys’ Fees and Expenses of up to \$400,000.00 plus reasonable expenses, and a Service Award of \$4,500.00 to each of the Class Representatives. You may appear at the hearing, either yourself or through an attorney you hire, but you don’t have to. For more information, call or visit the Settlement Website.

EXHIBIT 4

meets the requirements of 735 ILCS § 5/2-801 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representatives and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy 735 ILCS § 5/2-801 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, Class Counsel's application for an award of Attorneys' Fees and Expenses ("Fee Application") and request for Service Awards for Plaintiffs, and their rights to opt-out of the Settlement Class or object to the Settlement, Class Counsel's fee application, and/or the request for Service Awards for Plaintiffs; (7) good cause exists to schedule and conduct a Final Approval Hearing, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsel's fee application and request for Service Awards for Plaintiffs; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.
2. The Court has jurisdiction over the subject matter and Parties to this proceeding.
3. Venue is proper in this Court.

Provisional Class Certification and Appointment of Class Representative and Class Counsel

4. The Court finds, for settlement purposes, that the 735 ILCS § 5/2-801 factors are

present and that certification of the proposed Settlement Class is appropriate. The Court therefore provisionally certifies the following Settlement Class.

All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system that captured, collected, stored, disseminated, disclosed and/or otherwise used any alleged biometric identifier or biometric information in connection with their employment (whether as an employee, temporary employee, or independent contractor) without first providing a written consent with Defendant from February 24, 2016 to present.

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant (other than those individuals specified in the Settlement Class Data); (3) any of the Released Parties; (4) the immediate family of any of the Released Parties; (5) any Settlement Class Member who has timely opted out of this proceeding; (6) Class Counsel, their employees, and their immediate family; and (7) persons who provided their written consent to Defendant's use or disclosure of their alleged biometric information prior to using a finger scan timekeeping system at Defendant's facility in Illinois.

5. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of 735 ILCS § 5/2-801:

(a) Numerosity: In the Action, approximately 757 individuals are members of the proposed Settlement Class. The proposed Settlement Class is thus so numerous that joinder of all members is impracticable.

(b) Commonality: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of class wide resolution – which means that determination of its

truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendant's class-wide practices are common to the Plaintiffs and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiffs' claims are typical of the Settlement Class because they concern the same alleged Defendant's practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief.

(d) Adequacy: Adequacy relates to: (1) whether the proposed class representatives have interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiffs and the Settlement Class, and Plaintiffs have retained competent counsel to represent them and the Settlement Class. Class Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiffs and Class Counsel have vigorously and competently represented the Settlement Class in the Action.

(e) Predominance and Superiority: 735 ILCS § 5/2-801 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, common questions present a significant

aspect of the case and can be resolved for all members of the Settlement Class in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Class. Moreover, each member of the Settlement Class has claims that arise from the same or similar alleged Defendant's practices as well as the same legal theories.

6. The Court appoints Plaintiffs Ricardo Galan and Otis Winslow, as the Class Representatives.

7. The Court appoints the following attorneys and firms as Class Counsel: Mark Hammervold of Hammervold Law, LLC, Rachel Dapeer of Dapeer Law, P.A., Manuel S. Hiraldo of Hiraldo P.A, Arun Ravindran of Hedin LLP, and Evan M. Meyers of McGuire Law, P.C.

8. The Court recognizes that Defendant expressly denies, and does not admit, any liability and reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendant also expressly reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

9. At the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the "range of reasonableness." 4 *Newberg on Class Actions* § 11.26. Settlement negotiations that involve arm's length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) ("A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.") (internal quotation marks omitted).

10. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Class, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

11. The Court approves the form and content of the Class Notice, substantially in the forms attached to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for Service Awards for Plaintiffs, and their rights to opt-out of the Settlement Class or object to the Settlement. The Notice and Class Notice program constitute sufficient notice to all persons entitled to notice. The Notice and Class Notice program satisfy all applicable requirements of law, including, but not limited to, 735 ILCS § 5/2-801 and the Constitutional requirement of Due Process.

12. KCC Class Action Services LLC shall serve as the Administrator.

13. The Administrator shall implement the Class Notice program, as set forth below

and in the Settlement, using the Class Notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Class pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, the Notice, and the Long-Form Notice, as set forth in the Settlement and below.

Notice

14. The Settlement Administrator shall administer Notice as set forth in the Settlement. The Notice shall be completed no later than 60 days prior to the Final Approval Hearing.

Settlement Website

15. The Administrator shall establish a Settlement Website as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Class Notice program. The Settlement Website shall include the Settlement, the Long-Form Notice, the Preliminary Approval Order, and other such documents as Class Counsel and counsel for Defendant agrees to include. These documents shall remain on the Settlement Website until at least 120 days following the Effective Date.

16. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

17. A Final Approval Hearing shall be held before this Court on _____, 2024 at _____.m. to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsel's Fee and Expense Application and request for

Service Awards for the Class Representatives should be granted.

18. Any person within the Settlement Class who wishes to be excluded from the Settlement Class may exercise their right to opt-out of the Settlement Class by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be mailed to the addresses listed in the Long-Form Notice and postmarked on or before the last day of the Opt-out Period, which is 20 days before the Final Approval Hearing (“Opt-Out Deadline”).

19. Any Settlement Class Member may object to the Settlement, Class Counsel’s fee application, or the request for a Service Award for Plaintiffs. Any such objections must be mailed to the Clerk of the Court, Class Counsel, and Defendant’s Counsel, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be filed and postmarked no later than 20 days before the Final Approval Hearing, as set forth in the Notice. To be valid, an objection must include the following information:

- a. the name of the Action;
- b. the objector’s full name, address, and telephone number;
- c. an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;
- e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders

- related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Class Counsel's fee application;
 - g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years the objector's counsel;
 - h. any and all agreements that relate to the objection or the process of objecting— whether written or oral—between objector or objector's counsel and any other person or entity;
 - i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
 - k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
 - l. the objector's signature (an attorney's signature is not sufficient).

Further Papers in Support of Settlement and Attorney's Fee Application

20. Plaintiffs and Class Counsel shall file their fee application and request for Service Awards for Plaintiffs no later than 35 days before the Final Approval Hearing, and file their Motion for Final Approval of the Settlement no later than 14 days before the Final Approval Hearing.

Copies of these Motions also shall be posted on the Settlement Website.

Effect of Failure to Approve Settlement

21. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiffs on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

Stay/Bar of Other Proceedings

22. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiffs, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

23. Based on the foregoing, the Court sets the following schedule for the Final

Approval Hearing and the actions which must take place before it:

<u>Event</u>	<u>Date</u>	<u>Timeline</u>
Deadline for Completion of Notice		60 days prior to Final Approval Hearing
Deadline for filing Motion for Class Counsel's Fee Application and expenses, and for Service Awards		35 days before the Final Approval Hearing
Deadline for opting-out of the Settlement and for submission of Objections		20 days before the Final Approval Hearing
Deadline for Plaintiffs' Motion for Final Approval of the Settlement		14 days before the Final Approval Hearing
Final Approval Hearing		

DONE and ORDERED at _____, _____, this ____ day of _____, 2024.

Circuit Court Judge Reilly

Copies furnished to: Counsel of Record