

IN THE CIRCUIT COURT OF THE
FIRST CIRCUIT OF ILLINOIS
SALINE COUNTY

D'LISA WILLIAMS, individually and on behalf)	
of all others similarly situated,)	
)	Case No. 2024LA34
<i>Plaintiff,</i>)	
)	
v.)	
)	
JRN, INC.,)	
)	
<i>Defendant.</i>)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Agreement” or “Settlement Agreement”) is dated October 30, 2024 (irrespective of when signed for reference purposes), and is entered into by and among (i) Plaintiff D’Lisa Williams (“Williams” or “Plaintiff”) on behalf of herself and the Settlement Class (as defined below), and (ii) Defendant JRN, Inc. (“JRN.” or “Defendant”). This Agreement is intended by the Parties to fully, finally, and forever resolve with prejudice, discharge, and settle the Released Claims (as defined below), as well as any and all other matters at issue, or potentially at issue, in this litigation, upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court having jurisdiction over the Parties and these Released Claims.

RECITALS

A. On June 13, 2022, named plaintiff Williams filed a class action complaint and jury demand in the U.S. District Court for the Southern District of Illinois, case no. 22-cv-01253-NJR, on behalf of herself and all other similarly-situated. On October 8, 2024, the Parties

stipulated to the dismissal of that action without prejudice. On October 17, 2024, Williams filed a class action complaint in this Court in the above-captioned action on behalf of herself and all others similarly situated against Defendant JRN. The Complaint (as well as the original S.D. Illinois complaint) alleged that JRN violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”). The Complaint sought damages and injunctive relief on behalf of a class.

B. The Parties have engaged in motion practice and informal discovery regarding the size and scope of the alleged class and the underlying merits of the case.

C. On August 12, 2024, counsel for Plaintiff, JRN’s corporate representative, and counsel for JRN engaged in a full-day mediation with Hon. James Epstein (Ret.) of JAMS, a well-respected mediator, in an attempt to resolve the case.

D. Following mediation and subsequent extensive back-and-forth discussions and negotiations facilitated by Hon. James Epstein, the Parties reached an agreement on the framework of the proposed settlement and the relief to be made available to the Class upon Court approval.

E. Following an agreement in principle with respect to the relief to be afforded to the Class, the Parties negotiated an incentive award for the proposed Class Representative and reasonable attorneys’ fees for proposed Class Counsel.

F. At all times, JRN has denied and continues to deny all wrongdoing whatsoever and has denied and continues to deny that it committed, threatened, or attempted to commit any wrongful act or violation of any law or duty alleged in the Action, including but not limited to BIPA.

G. JRN also denies: (1) each and every claim and contention alleged; (2) all charges of wrongdoing or liability against it arising out of any conduct, statements, acts, or omissions alleged in the Action; and (3) that Plaintiff or the Class are entitled to any form of damages or other relief based on the conduct alleged in the Action.

H. JRN also maintains that it has strong, meritorious defenses to the claims alleged in the Action and that it was prepared to vigorously defend all aspects of the Action. Nonetheless, having conducted an investigation of the facts, analyzed the relevant legal issues, and taken into account the uncertainty and risks inherent in any litigation, JRN has concluded that further defense of the Action would be protracted, burdensome, and expensive and that as such, it is desirable and beneficial to fully and finally settle and resolve the Action in the manner and upon the terms and conditions set forth in this Agreement.

I. This Agreement therefore is a compromise of disputed rights and remedies between the Parties, and the Parties acknowledge and agree it represents a fair and reasonable resolution of disputes, claims, and defenses for all concerned. This Agreement, any related documents, and any associated negotiations may not be construed as, or deemed to be evidence of, or an admission or concession of, liability or wrongdoing on the part of JRN or any of the Released Parties (defined below) with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever.

J. It is understood and agreed that this Agreement represents a full and final resolution of all claims, at law or in equity, whether known or unknown, that relate to, are based on, or arise out of the facts, allegations, claims, causes of action, transaction or series of transactions, or damages alleged or that were or could have been brought in the Action.

K. Plaintiff Williams believes that the claims asserted in the Action against JRN on behalf of herself and the alleged Class have merit and that she and the Class would have ultimately been successful in prevailing on the merits. Nonetheless, Plaintiff and her Counsel recognize and acknowledge that JRN has raised factual and legal defenses that present a risk that Plaintiff and the Class may not prevail. Plaintiff and her Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulties, delays, and expenses inherent in such litigation. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled and resolved, with prejudice, and be barred pursuant to the terms set forth in this Agreement.

L. Based on their evaluation, Plaintiff's Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Class and that it is in the best interests of the Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

M. The Parties agree that the Action has been resolved in good faith, after significant arm's-length bargaining, presided over by a neutral and respected mediator, and that the settlement reflected in this Agreement confers substantial benefits upon each of the Parties.

N. Accordingly, to avoid the costs of trial and the exigencies of continued litigation and to settle and dispose of, fully and completely and forever, the Released Claims and any and all claims and causes of action asserted in the Action, subject to final approval of the Court after a fairness hearing or hearings as provided for below, and that upon final approval of this Agreement by the Court and fulfillment of each Party's obligations the Court will enter a final order dismissing this Action with prejudice.

SETTLEMENT AGREEMENT

1. DEFINITIONS

In addition to terms defined throughout this Agreement and in any schedule or exhibits, the following terms shall have the meaning set forth below and shall be deemed defined, for purposes of this Agreement only, as follows:

1.1 “Approved Claim” shall mean a Claim that meets all requirements expressly set forth in this Agreement and approved by the Settlement Administrator that also meets the following requirements: (a) the Claim is submitted on a timely basis in accordance with the directions on the Claim Form and the provisions of this Agreement; and (b) the Claim is fully and truthfully completed and executed by a Settlement Class Member, with all of the information requested in the Claim Form; (c) the Claim is signed by the Settlement Class Member, physically or electronically, subject to the penalties of perjury; and (d) the Claim is verified by the Settlement Administrator pursuant to Section 5.2 of this Agreement.

1.2 “BIPA” or “Illinois Biometric Information Privacy Act” means and refers to the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”).

1.3 “Claim Form” means the document substantially similar to the form attached to this Agreement as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment pursuant to this Agreement, shall be available in paper format upon request from the Settlement Administrator.

1.4 “Class” or “Settlement Class” means all Persons who appear on the list of individuals which JRN’s records reflect are current or former employees who used the finger scan time clock at issue to clock in and out for work at JRN from June 13, 2017 to present.

The Parties understand that the Settlement Class includes 1,280 persons.

1.5 “Class Counsel” means Patrick H. Peluso of Woodrow & Peluso, LLC.

1.6 “Class List” means the list of Persons identified by JRN to be provided to the Settlement Administrator who are members of the Class, which JRN represents that it used its best efforts to compile.

Class Counsel acknowledges and agrees that it will not receive a copy of the Class List from Defendant, nor will it seek copies of the Class List from the Settlement Administrator. The Class List will be provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator. Notwithstanding the foregoing, within one (1) business day of receiving the Class List, the Settlement Administrator shall inform Class Counsel of how many individuals are on the Class List. Class Counsel reserves the right to seek leave to receive the Class List should it become necessary for some reason.

1.7 “Class Member” or “Settlement Class Member” means a Person who appears on the list of individuals which JRN’s records reflect fall within the definition of the Settlement Class.

1.8 “Class Representative” or “Named Plaintiff” means Plaintiff D’Lisa Williams, subject to the approval of the Court.

1.9 “Court” means the Circuit Court for the Twenty-Second Judicial Circuit, Saline County, Illinois.

1.10 “Defendant” or “JRN” means JRN, Inc.

1.11 “Defense Counsel” or “JRN’s Counsel” means defense counsel, Melissa Siebert of Cozen O’Connor.

1.12 “Effective Date” means one (1) business day after which all of the events and conditions specified in Section 9.1 have occurred or have been met.

1.13 “Fee Award” means the amount of reasonable attorneys’ fees and reimbursement of expenses, if any, awarded by this or any other Court to Class Counsel for their work pursuing this Action which Defendant will pay from the Settlement Fund.

1.14 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Order approving this Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.15 “Final Approval Hearing” means the fairness hearing held during which the Parties will ask the Court to enter the Final Order approving the Settlement Agreement, the incentive award to the Class Representative, and the Fee Award, to be scheduled in the Preliminary Approval Order and set forth in both the Short Form Notice and Long Form Notice.

1.16 “Final Approval Order and Judgment” means the order in which the Court grants final approval of this Settlement Agreement, authorizes the entry of a final judgment, and dismisses the Action with prejudice.

1.17 “Funding Date” means the date by which JRN must forward to the Settlement Administrator the sum of the balance remaining between the Initial Deposit and the Settlement Fund. The Funding Date shall be no later than fourteen (14) days following the date the Final Approval Order and Judgment becomes Final.

1.18 “Incentive Award” means the amount, if any, approved by the Court as a payment to the Class Representative in recognition of the Class Representative’s time, effort, and exposure on behalf of the Class Members.

1.19 “Judgment” means the Judgment entered by the Court incorporating the terms of this Settlement Agreement as approved in the Final Order.

1.20 “Long Form Notice” means traditional “long form” notice to be made available on the Settlement Website, describing the terms of this Settlement Agreement and containing information regarding the terms of this settlement, including how to opt-out of the Settlement Class or object, substantially in the form of Exhibit A hereto.

1.21 “Notice Date” means the date by which direct-mail notice under the Notice Plan set forth in Section 4 has been sent, which shall be a date no later than twenty one (21) days after entry of the Preliminary Approval Order.

1.22 “Notice Plan” means the proposed plan developed by the Settlement Administrator and approved by the Parties for disseminating notice to members of the Class of the proposed Settlement Agreement and of the Final Approval Hearing.

1.23 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion by a Person within the Class must be postmarked or filed with the Court, which shall be designated as a date no earlier than forty-five (45) days after the Notice Date and at least fourteen (14) days after papers supporting the

Fee Award are filed with the Court and made available on the Settlement Website.

1.24 “Parties” or “Settling Parties” means Plaintiff Williams and Defendant JRN.

1.25 “Person” means any individual or any entity including, without limitation, a corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any other business or legal entity and their respective predecessors, successors, representatives, and assigns.

1.26 “Plaintiff” means the Named Plaintiff D’Lisa Williams.

1.27 “Preliminary Approval” means the Court’s preliminary approval of the Settlement Agreement and approval of the form of the Notice and of the Notice Plan.

1.28 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement, confirming the prior certification of the Class, and directing notice of the Settlement to the Class.

1.29 “Released Claims” means any and all claims under the Illinois Biometric Information Privacy Act (“BIPA”). Settlement Class Members in the Lawsuit will release all claims, liabilities, demands, causes of action, and lawsuits of the Plaintiff and Settlement Class Members, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the respective Lawsuit or any other actions filed (or to be filed) by Plaintiff and Settlement Class Members against the Released Parties (defined below) relating in any way to or connected with the alleged capture,

collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, conversion and/or other use of alleged biometric identifiers and/or biometric information, including, but not limited to, in connection with the timekeeping system used by Defendant during the relevant timeframe to the date of preliminary approval of Settlement in the Lawsuit, including, but not limited to, claims under the BIPA for the Relevant Period to the date of preliminary approval of Settlement in the respective Lawsuit (“Released Claims”). This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive or exemplary damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law which may arise from the Released Claims.

1.30 “Released Parties” means Defendant and any or all of its past, present, and future, direct or indirect, current and former owners, parents, subsidiaries, divisions, and each of their respective officers, directors, shareholders, members, board members, partners, agents, employees, attorneys, insurers, reinsurers, predecessors, successors and assigns. Plaintiff will not file a suit of any kind, or participate voluntarily in any suit brought by any other party against any of the Released Parties, in any court of law in any jurisdiction related to a Released Claims. Even if a court rules that Plaintiff has grounds to file a lawsuit against any of the Released Parties related to a claim that has been released under this Agreement, Plaintiff will not pursue, such a lawsuit or accept any money damages or other relief in connection with any such lawsuit.

1.31 “Releasing Parties” means Plaintiff Williams and those Settlement Class Members who do not timely opt out of the Class.

1.32 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice, maintaining the Settlement Website, mailing checks to Settlement Class Members. JRN will pay all Settlement Administration Expenses incurred in connection with this Agreement.

1.33 “Settlement Administrator” means the third-party administrator selected by the Parties and approved by the Court to oversee the distribution of Notice and to process and pay Settlement Checks to the Class Members, in accordance with the terms and conditions set forth in this Agreement, and any other amounts to any other Persons required under this Agreement.

1.34 “Settlement Agreement” “Settlement” or “Agreement” means this Agreement and the settlement contemplated hereunder.

1.35 “Settlement Checks” mean the checks to be issued by the Settlement Administrator from the Settlement Fund in the amount of seven hundred fifty dollars (\$750) to each Settlement Class Members who files a valid and timely claim.

1.36 “Settlement Fund” or “Maximum Settlement Value” means the total aggregate fund that JRN will be obligated to pay by operation of this Settlement Agreement if it receives final approval from the Court and the Judgment becomes Final. The Maximum Settlement Fund equals nine-hundred sixty thousand dollars (\$960,000 USD) and constitutes JRN’s exclusive and total payment obligation under this Settlement Agreement to settle the Action in full, unless the number of Class Members is greater than 1,280 Persons, in which case the Settlement Fund shall increase by \$750 for each additional Settlement Class Member above 1280 Persons.

1.37 The Settlement Fund will be used to pay: (a) the Settlement Checks to

Settlement Class Members who file timely and valid claims; (b) any Fee Award; (c) any Incentive Award approved by the Court; and (d) all Settlement Administration Costs. The Settlement Fund shall be maintained in an interest-bearing account if possible at a bank chosen by the Settlement Administrator (“the Settlement Bank Account”). The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

1.38 “Settlement Website” means the Internet website to be established, administered and maintained by the Settlement Administrator which shall contain the Long Form Notice, important dates and deadlines, and key Settlement documents and orders.

1.39 “Short Form Notice” means the notice of this proposed Class Action Settlement and Final Approval Hearing, which will be delivered via direct-mail notice to the Settlement Class Members in substantially the manner set forth in this Agreement, consistent with the requirements of due process the Illinois Rules of Civil Procedure, as expressly provided in this Agreement and as substantially in the form attached as Exhibit B.

2. CLASS BENEFITS

2.1 Payments to Settlement Class Members. JRN has no payment obligations under this Settlement other than the Settlement Fund. In the event that this Settlement Agreement terminates or is not approved, any advances paid to the Settlement Administrator by JRN that have not been spent, and are not required for amounts that are due and payable for reasonable and identified notice and administration costs already incurred, shall, within ten (10) business days, be returned by the Settlement Administrator to JRN by payment to an account designated by JRN.

a) To facilitate the notice administration process, JRN and/or its counsel will provide to the Settlement Administrator, in an electronically searchable and readable format, the Class List. Any information on the Class List shall be provided solely for the purpose of providing notice to the Class and informing them about their rights further to this Settlement, shall be kept in strict confidence and shall not be disclosed to any third party, shall be used for no other cases, and shall be used for no other purpose.

b) Subject to the terms and conditions of this Agreement, Settlement Class Members shall qualify for payment from the Settlement Fund if they are on the Class List, do not opt-out, and file a timely and valid claim. Only one check per person shall be permitted.

c) Settlement Checks for the Payments shall be valid for one hundred twenty (120) days after issuance. Settlement Checks shall be issued to Class members within twenty-one (21) days of the Funding Date. Any funds associated with Settlement Checks not cashed by Settlement Class Members within that time will remain in the Settlement Fund unless such Settlement Check is returned as undeliverable to the Settlement Administrator within the 120-day period after issuance ("Returned Settlement Checks"). With respect to Returned Settlement Checks, the Settlement Administrator will make one (1) reasonable attempt at re-mailing to the address on file or to any updated address determined by using a national change of address registry. Re-mailed checks shall be valid for ninety (90) days after issuance of the re-mailing.

d) Notwithstanding any judgment, principle, or statute, there shall be no interest accrued, owing, or paid by JRN on the Payments, or on the Settlement Fund, or on any other benefit available (or potentially available) under this Agreement.

e) Additionally, JRN agrees to use best efforts to comply with BIPA on a going-forward basis to the extent it conducts business in Illinois.

2.2 Payments Not Wages. The Parties agree that payments under this Agreement do not constitute wages, these payments are not subject to FICA or other withholding, and each Settlement Class Member who is eligible for and receives a payment under this Agreement will be solely responsible for payment of any taxes on the amount received.

3. RELEASES

3.1 Released Claims. The obligations incurred under this Settlement Agreement shall constitute a full and final disposition, settlement, and dismissal of the Action and of any and all Released Claims by the Releasing Parties against all Released Parties and each of them.

3.2 Release. Upon the Effective Date, the Releasing Parties and each of them, jointly and severally, shall be deemed to have, and by operation of the Final Order, shall have fully, finally, and forever released, relinquished, waived, and discharged with prejudice all Released Claims against the Released Parties and each of them.

3.3 All Claims, Known and Unknown, Extinguished. In addition, upon the Effective Date the Class Representative, on behalf of herself and her present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns of each of them, shall be deemed to have released any and all claims, known or unknown, against JRN and the Released Parties that were or could have been brought against JRN and the Released Parties either in the Action or in any separate proceeding in any court of competent jurisdiction.

4. NOTICE, EXCLUSIONS & OBJECTIONS

4.1 Notice Plan

- a) The Parties agree to provide the best notice that is practicable under the

circumstances, including individual direct notice to Persons in the Settlement Class who may be identified through reasonable efforts.

b) JRN shall, within fourteen (14) days of entry of the Preliminary Approval Order, provide the Settlement Administrator with the Class List.

c) Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice to each Class Member via first class mail for those Class Members for whom a mailing address has been obtained. Neither the Parties nor the Settlement Class Administrator shall have any obligation to mail the Short Form Notice to any Settlement Class Member for whom no mailing address address could be located following the process set forth in 4.1(c) above. If and to the extent deemed necessary by the Settlement Administrator, the last known address of Persons in the Class will be subject to confirmation or updating as follows: (i) the Settlement Administrator may conduct a reasonable search to locate an updated address for any Person in the Class whose Short Form Notice is returned as undeliverable; (ii) the Settlement Administrator shall update addresses based on any forwarding information received from the United States Post Office; and (iii) the Settlement Administrator shall update addresses based on information it receives and through any requests received from Persons in the Class.

d) If any Short Form Notice sent under this Section is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Short Form Notice once to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth in this paragraph, neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail the Short Form Notice.

e) The Settlement Administrator shall have discretion to format the Short

Form Notice in a reasonable manner to minimize mailing or administrative costs. Before the Short Form Notices are mailed, Class Counsel and Counsel for Defendant shall first be provided with a proof copy of any and all notices (including what the items will look like in their final form), and shall have the right to inspect the same for compliance with the Settlement Agreement and with any orders by the Court.

f) No later than twenty-one (21) days following the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Long Form Notice, this Settlement Agreement and Exhibits, the Complaint, the Preliminary Approval Order, and any other relevant documents to be made available on a dedicated Settlement Website, the website name/URL for which is to be agreed upon by the Parties, to be administered by the Settlement Administrator. When available, the Settlement Administrator shall make available on the Settlement Website Class Counsel's application for a Fee Award and any motion seeking approval of any Incentive Award as well as the Final Approval Order. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel. Such approvals shall not be unreasonably withheld.

4.2 Right to Opt Out, Comment, or Object. The Notice shall advise the Class Members of their rights, including the right to be excluded from, comment upon, or object to the Settlement Agreement or its terms and conditions. The Notice shall specify that: (i) any objection to the Settlement Agreement and any papers submitted in support of an objection shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection files notice of his or her intention to do so and at the same time files

copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court and sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and JRN's Counsel, and (ii) that any objection made by a Class Member represented by counsel must be filed through the Court's e-file system.

4.3 Objections. Any member of the Class who intends to object to this Agreement must include in the objection his/her name and address; include all arguments, citations, and evidence supporting the objection (including copies of any documents relied on); state that he or she is a Class Member; and provide a statement indicating whether the objector intends to appear at the Final Approval Hearing and, if so, whether the appearance will be with or without counsel. Any Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this section and as detailed in this Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Agreement by appeal or other means and shall be deemed to have waived his, her, or its objections and be forever barred from making any such objections in the Action or any other action or proceeding. To be valid, the objection must be filed with the Court and delivered or postmarked and sent via mail to Plaintiff's Counsel and JRN's Counsel on or before the Objection/Exclusion Deadline approved by the Court and specified in the Short Form and Long Form Notice.

4.4 Exclusion. A member of the Class may request to be excluded from the Class in writing by a request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified on the Notice. To exercise the right to be excluded, a member of

the Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, the name and number of the case, and a statement that such Person intends to be excluded from the Settlement. A Class Member's request to be excluded that does not include all of this information, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified shall be invalid, and the Class Member serving such a request shall be a member(s) of the Class and shall be bound as a Class Members by the Agreement, if approved. Any Class Member who elects to be excluded shall not: (i) be bound by any orders of the Final Order; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

4.5 Settlement Administration Costs are payable from the Settlement Fund, as approved by the Court.

4.6 Binding Settlement. Any Class Member who does not, in accordance with the terms and conditions of this Agreement, seek timely exclusion from the Class and does not submit an Approved Claim shall be deemed a Class Member bound by this Agreement, but shall not be entitled to receive any cash award or any other benefits pursuant to this Agreement but will otherwise be bound together with all respective Class Members by all of the terms of this Agreement, including the terms of the Final Order to be entered in the Action and Releases provided for in the Agreement, and will thus be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION

5.1 Claims Process. The Settlement Administrator shall, under the Court's supervision, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall ensure that all such records will be made available for inspection and copying to Class Counsel and JRN's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and JRN's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to JRN's Counsel and Class Counsel, all original (or suitable copies of) documents and other materials received in connection with the administration of the Settlement, within fifteen (15) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests from Settlement Class Members and promptly provide to Class Counsel and JRN's Counsel copies thereof upon receipt. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of such

forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and JRN's Counsel.

(c) Provide weekly or other periodic reports to Class Counsel and JRN's Counsel, including without limitation, reports regarding the number of Claim Forms received and the amount of the payments sought, the number thereof approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection and copying by Class Counsel and/or JRN's Counsel, the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall reject a Claim Form, or any part of a Claim for a payment reflected therein with due regard for JRN's records to verify the submissions of any claim presented, including without limitation, where the name provided on the Claim Form does not appear on the Class List; or cannot be validated as having been a current or former JRN employee. In addition, the Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to comply with the instructions thereon or the terms of this Agreement, after giving the claimant a reasonable opportunity to provide any requested missing information, but in no event shall any Settlement Class Member have more than thirty (30) days after being noticed by the Settlement Administrator of any question or deficiency in the submitted Claim Form to answer the question or cure such deficiency.

5.3 Both Class Counsel and/or JRN's Counsel either individually or jointly shall have the right to challenge the acceptance or rejection of a Claim Form submitted by a Settlement Class Member. The Settlement Administrator shall be bound by any agreed decisions of Class Counsel and JRN's Counsel as to the validity of any disputed Claim Form. To the extent Class Counsel and JRN's Counsel are not able to agree on the disposition of a challenge, the Parties shall present such challenge to the mediator, the Hon. James Epstein, for binding, non-appealable decision as to such challenge, subject to any confidentiality provisions as necessary to assure the privacy of the person whose claim is challenged.

5.4 In the exercise of their duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek timely exclusion from the Settlement Class or submit an Approved Claim shall be deemed a Class Member bound by this Agreement but shall not be entitled to receive any cash award or any other benefits pursuant to this Agreement, but will otherwise be bound together with all respective Settlement Class Members by all of the terms of this Agreement, including the terms of the Final Order to be entered in the Action and Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5.6 The Settlement Administrator and the Parties each agree to keep all information received pursuant to Paragraph 5 of this Agreement—including the Class List and all personal information of the Settlement Class obtained therefrom—confidential and may use it only for purposes of effectuating this Agreement.

6. **TERMINATION OR RESCISSION OF SETTLEMENT**

6.1 Termination Events. Subject to Section 9 below, the Class Representative, on behalf of the Class, or Defendant and each or any of them, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties within ten (10) business days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect;; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Order in this Action in any material respect; (iv) the date upon which the Final Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which the Alternate Order, as defined in Section 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 Termination or Rescission by Defendant. Notwithstanding any other provision contained herein to the contrary, Defendant shall have the right, but not the obligation, to terminate and rescind this Agreement if over ten (10) percent of the Settlement Class files valid requests for exclusion from this Agreement. To exercise this right, Defendant must provide written notice to Plaintiff no later than fourteen (14) days following the Objection/Exclusion Deadline. If Defendant terminates or rescinds this Agreement, then the Defendant’s obligations under the Agreement will cease to have any force and effect, the Agreement will be vacated, canceled, and annulled, and the Parties will return to the status quo ante as if they had not entered into the settlement. In addition, the settlement and all negotiations and proceedings related to the settlement will be without prejudice of the rights of the Parties, and evidence of the settlement, negotiations, and proceedings will be

inadmissible and will not be discoverable.

7. **PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

7.1 Motion for Preliminary Approval. Promptly after the execution of this Settlement Agreement, Plaintiff's Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date, the Objection/Exclusion deadline, and approve the Notice Forms for dissemination in accordance with the Notice Plan, substantially in the forms attached as Exhibits A and B.

7.2 Final Approval Hearing. At the time of the submission of this Agreement to the Court as described above, Plaintiff's Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth in this Agreement.

7.3 Final Approval Order. After Notice is given, Class Counsel shall request from the Court a Final Order. The Final Order will (among other things):

a) find that the Court has personal jurisdiction over all Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all attached exhibits;

b) approve the Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Releasing Parties;

c) find that the Notice and the Notice Plan implemented pursuant to the Agreement (i) constitute the best practicable notice under the circumstances; (ii) constitute notice that is reasonably calculated, under the circumstances, to apprise the Class of the pendency of the Action, their right to object or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

d) find that the Class Representative and Plaintiff's Counsel adequately represented the Class for purposes of entering into and implementing the Agreement;

e) dismiss this Action (including all individual claims and class action claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

f) incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth in this Agreement;

g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

h) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) as

(i) shall be consistent in all material respects with the Final Order, or (ii) do not limit the rights of Class Members; and without affecting the finality of the Final Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Order, and for any other necessary purpose; and

i) incorporate any other provisions, as the Court deems necessary and just.

8. **ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARD.**

8.1 Attorneys' Fees and Costs. Subject to the Court's approval, the Parties have agreed that out of the Settlement Fund, Plaintiff's Counsel shall petition the Court to be paid the sum of thirty-five (35) percent of the Settlement Fund, currently understood to be three hundred thirty-six thousand dollars (\$336,000 USD), for reasonable attorneys' fees in the Action. Additionally, Plaintiff's Counsel shall petition the Court for reimbursement of their reasonable expenses incurred in the Action. Defendant agrees that it will not object to, or otherwise challenge, directly or indirectly, Class Counsel's application for attorneys' fees and for reimbursement of costs and other expenses.

8.2 Payment of Fees and Costs. Class Counsel shall, within seven (7) days following the Funding Date, be paid the amount of attorneys' fees and expenses approved by the Court. Any payment of the Fee Award from the Settlement Fund shall be paid by the Settlement Administrator via electronic transfer to an account designated by Class Counsel providing necessary information to the Settlement Administrator.

8.3 Incentive Award for Class Representative. In addition to any Approved payment to which she may be entitled to under the Settlement Agreement, and provided that

she does so qualify for an Approved Claim, in recognition of her efforts on behalf of the Class, the Class Representative shall, subject to the approval of the Court, be awarded an incentive award in the aggregate amount of five thousand dollars (\$ 5,000). JRN agrees that such an amount is reasonable and that it shall not oppose such award, directly or indirectly. This sum shall be paid in recognition of the Plaintiff's time, exposure, and effort serving as the Class Representative in this litigation. The Settlement Administrator shall pay said amount via check from the Settlement Fund to the Class Representative, such check to be sent care of Class Counsel, within seven (7) days after the Funding Date.

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

9.1 Effective Date of Settlement. The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

a) This Agreement has been signed by Plaintiff's Counsel, Plaintiff, JRN, and JRN's Counsel;

b) The Court has entered the Preliminary Approval Order;

c) The Court has entered an order finally approving the Agreement, following notice to the Class and a Final Approval Hearing, as provided in the Illinois Rules of Civil Procedure, and has entered the Final Order, or an order substantially consistent with this Agreement; and

d) The Final Order has become Final, as defined above, or, in the event that the Court enters a final order in a form other than that provided above ("Alternate Order") and that has the consent of the Parties, such Alternate Order becomes Final.

9.2 Failure of Effective Date. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3 unless the Plaintiff and Defendant mutually agree in writing to proceed with the Agreement. If any party to this Agreement is in material breach of the terms of this Agreement, any other party, provided that it is in substantial compliance with the terms of the Agreement, may terminate this Agreement on notice to all of the Settling Parties. Notwithstanding anything in this Agreement, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel set forth in Section 8.1 and 8.2 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 Status Quo Ante. If this Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement with all claims or their defenses fully preserved. In such event, any Final Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if they had never entered into this Agreement, subject to reasonable extensions of time as to any deadlines.

9.4 No Admission of Liability. Nothing in this Agreement or in any other document related to this Settlement will be construed as or deemed an admission of liability, culpability, negligence, reckless disregard, or wrongdoing on the part of Defendant. Likewise, nothing in this Agreement or in any other document related to this Settlement will be construed as or deemed an admission regarding the infirmity of any claim or legal argument

or theory on the part of Plaintiff. Each of the Parties has entered into this Agreement with the intention of avoiding further disputes and litigation and the attendant inconvenience, expense, and unpredictability.

10. MISCELLANEOUS PROVISIONS

10.1 Good Faith Efforts. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree, subject to their ethical, fiduciary, and legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. The Parties, Plaintiff's Counsel, and JRN's Counsel all agree to cooperate with one another in seeking Court approval of the Preliminary Approval order, the Settlement Agreement, and the Final Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

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

10.3 Advice of Counsel. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally

bound by the same.

10.4 No Admission or Concessions. Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained in this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the fee award, or of any alleged wrongdoing, liability, negligence or fault of the Released Parties, or any of them;

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

c) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the settlement, this Agreement, and any acts performed or documents executed in furtherance of or pursuant to this Agreement or Settlement may be used in any proceedings as may be necessary to enforce the provisions of this Agreement. If this Settlement Agreement is approved by the Court, any of the Parties or any of the Released Parties may file this

Agreement or the Final Order in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, waiver, release, accord and satisfaction, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

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

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

10.5 Headings/Captions. The headings used in this Agreement are used for the purpose of convenience only and are not meant to have legal effect.

10.6 Waiver. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement. The Parties agree that this Agreement may not be waived except by a writing signed by the Class Representative and a duly-authorized representative of Defendant.

10.7 Recitals and Exhibits. All the Recitals and Exhibits to this Agreement are material and integral parts of it and are fully incorporated into this Agreement by this

reference.

10.8 Entire Agreement. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matter set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of each of the Parties and their duly-authorized representatives or their respective successors-in-interest.

10.9 Defendants' Fees and Costs. Defendant shall bear its own attorneys' fees and costs.

10.10 No Assignments. All Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

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

10.12 Counterparts Same as Original. 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 exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this

Settlement Agreement.

10.13 Successors and Assigns. This Settlement Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the Parties to this Agreement and the Released Parties. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to do so to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged as set forth in this Agreement.

10.14 Jurisdiction Over Agreement. This Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties to this Agreement submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.15 Stay of Proceedings Pending Preliminary and Final Approval. All proceedings in the Action shall be stayed and abated following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement Agreement or comply with the terms of the Settlement. Pending determination of whether the Settlement Agreement should be granted final approval, the Parties in the Action agree not to pursue any claims or defenses otherwise available to them.

10.16 No Admissions or Concessions. Whether or not the Settlement Agreement is signed or otherwise approved or if this Settlement Agreement is terminated, neither this Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any

fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the fee award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them.

10.17 Applicable Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

10.19 Notice to Parties and Counsel. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel by email to their designated accounts in the Action, certified mail in care of the United States Postal Service (USPS) or by overnight mail in care of the USPS or such recognized commercial carrier as Federal Express, UPS or the like with proof of delivery:

(a) For Plaintiff & the Class: Patrick H. Peluso, Woodrow & Peluso, LLC, 3900 East Mexico Avenue, Suite 300, Denver, Colorado 80210, ppeluso@woodrowpeluso.com.

(b) For JRN, Melissa Siebert, Cozen O'Connor, 123 N. Wacker Drive, Suite 1800, Chicago, Illinois 60022, msiebert@cozen.com.

[SIGNATURE PAGE FOLLOWS]

For Plaintiff and the Class

D'LISA WILLIAMS

Date: _____

For Defendant

JRN, INC.

DocuSigned by:

A4BFC9000C2B407 ...

By: Claire Moyer _____

Title: VP of HR _____

Date: 11/05/24 | 7:30 AM PST _____

Approved as to form by counsel for the Parties:

WOODROW & PELUSO, LLC

By: _____

Title: _____

Date: _____

COZEN & O'CONNOR



By: Erin Bolan Hines

Title: Shareholder

Date: 11/4/2024