

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and between Cecelia Calderon (“Plaintiff” or “Class Representative”), on behalf of herself and the Settlement Class, and Defendant Max Private Label, Inc. (“Defendant”), Case No. 2024 CH 03477, currently pending in the Circuit Court of the 19<sup>th</sup> Judicial Circuit, Cook County, Illinois. Plaintiff and Defendant are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

### **I. FACTUAL BACKGROUND AND RECITALS**

1. On April 19, 2024, Plaintiff Cecelia Calderon filed a Class Action Complaint (“Complaint”) against Defendant, Case No. 2024 CH 03477 in the Circuit Court Cook County (the “Action”) alleging violations of the Illinois Biometric Information Privacy Act (“BIPA” or “Privacy Act”), 740 ILCS 14/1, et seq.

2. The Action alleges that Defendant collected Plaintiff’s fingerprint without first complying with the Privacy Act’s notice and consent requirements (Section 15(b)) and lacked a publicly-available biometric data retention and destruction policy (Section 15(a)). 740 ILCS 14/15(a) and (b).

3. On August 14, 2024, Defendant filed a motion to dismiss the Action. After briefing and oral argument by the Parties, the Court denied Defendant’s motion after a hearing on April 9, 2025. After the Court’s denial of Defendant’s dismissal request, the Defendant filed an Answer and Affirmative Defenses to the Complaint and the Parties engaged in settlement negotiations.

4. Following arms-length negotiations, the Parties have negotiated a settlement in which the Parties agree to resolve all claims that relate to or arise out of Defendant’s use of an alleged biometric timekeeping system. Defendant represents that there are 29 members of the Settlement Class, and Defendant understands and agrees that this representation is a material term of this Settlement Agreement. If the class size increases, the total Settlement Fund will be adjusted up on a *pro rata* basis.

5. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

6. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement on the terms set forth herein is in Defendant’s best interests. Neither the settlement agreement nor any actions taken to carry out the settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any party. Defendant denies the material allegations of the Complaint. Neither the Settlement Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used

as an admission of any fault or omission by Defendant, or be offered or received in evidence as an admission, concession, presumption or inference of any wrongdoing by Defendant in any proceeding.

7. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (e) the Class Representative's and Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Class Representative and Class Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class.

9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasees release the Releasees of the Released Claims, without costs as to Defendant, the Releasees, Class Representatives, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

## II. **DEFINITIONS**

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

10. “Action” shall mean the class action lawsuit pending in the Circuit Court of the 19<sup>th</sup> Judicial Circuit, Cook County captioned *Calderon, et al. v. Max Private Label, Inc.*, Case No. 2024 CH 03477.

11. “Administrative Expenses” or “Settlement Administrator’s Costs” shall mean expenses associated with the Settlement Administrator including, but not limited to, creating and maintaining the Settlement Website, costs in providing Notice, communicating with the Settlement Class Members, responding to requests from the Parties, Settlement Class Members and non-Class members, disbursing payments to the proposed Settlement Class Members, and tax reporting.

12. “Biometric System(s)” shall mean any allegedly biometric devices, software, or equipment capable of capturing information that is or could be protected under the BIPA, including but not limited to alleged biometric time clocks.

13. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the Settlement Class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class and includes, but is not limited to, the Class Representatives.

14. “Class Counsel” or “Plaintiffs’ Counsel” means Jordan Richards PLLC.

15. “Class List” means an excel spreadsheet from Defendant’s available records that includes the last known contact information for Class Members, including names, employee ID number, cell phone numbers (if available), and personal email addresses (if available).

16. “Class Period” means April 19, 2019, through April 19, 2024.

17. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

18. “Court” shall mean the Circuit Court of Cook County and the Honorable Patrick Stanton or any judge sitting in his stead.

19. “Defendant” shall mean Max Private Label, Inc.

20. “Defendant’s Counsel” shall mean Wood, Smith, Henning & Berman LLP.

21. “Effective Date” shall mean the date when the Settlement Agreement becomes Final, assuming that no appeals are filed following entry of the Final Approval Order other than an appeal or appeals solely with respect to the Fee Award or any Service Awards.

22. “Exclusion Deadline” means the date by which a request for exclusion submitted by a person within the Settlement Class must be postmarked and sent via U.S. Mail, which shall be designated as a date 60 days after the issuance of Notice, or such other date as ordered by the Court.

23. “Fee and Expense Petition” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

24. “Fee Award” means the amount of attorneys’ fees awarded by the Court to Class Counsel.

25. “Final” means the Final Approval Order has been entered on the docket and (a) seven (7) days after the date to appeal from such order has expired and no appeal has been timely filed (other than an appeal or appeals solely with respect to the Fee Award or any incentive awards); (b) if an appeal has been filed, seven (7) days after it has been finally resolved and has resulted in an affirmation of the Final Approval Order and without the possibility of further appeal; or (c) the Court, following the resolution of the appeal and in accordance with the mandate of the

appellate court, enters a further order or orders approving the Settlement and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

26. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a Final Judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representatives.

27. “Final Approval Order” or “Final Approval” shall mean an order entered by the Court that:

a. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;

b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;

c. Dismisses the Action without prejudice, which converts to a dismissal with prejudice of all claims of the Settlement Class against the Defendant in the Action on the Release Date;

d. Enters a Final Judgment pursuant to 735 ILCS 5/2-1301 that settles the Parties’ rights with respect to these issues;

e. Retains jurisdiction solely for the purpose of enforcing the Settlement until the Settlement Fund is paid in full as explicitly provided for in this Agreement.

f. Approves the Release provided in Section VII and orders that, as of the Release Date, the Released Claims will be released as to the Releasees.

28. “Maximum Gross Fund” or “Gross Fund” or “Settlement Fund” means the sum of the Cash Payment, equal to \$140,000.00 or the gross amount of \$4,827.58621 per Settlement Class Member multiplied by the number of individuals in the Settlement Class. Defendant represents that its reasonable estimate of the class size is 29 people. If the class size increases before Final Approval to be greater than 29 persons, the Settlement Fund shall increase by \$4,827.58621 for each such additional Settlement Class Member. Defendant has no obligation to pay any amount that exceeds the Maximum Settlement Fund. In the event the class size increases, the Parties will confer to determine if Final Approval can be continued. If an agreement on the revised class size and Maximum Gross Fund or Gross Fund or Settlement Fund cannot be met, then the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into.

29. “Net Settlement Fund” or “Net Fund” or “Settlement Fund” means the Maximum Gross Fund minus the amounts approved by the Court for the Plaintiffs’ Counsel’s attorneys’ fees and costs, Settlement Administrator’s costs, and Plaintiffs’ Service Awards. Payments will be allocated in equal shares from the Net Fund to Class Members who do not exclude themselves from the

Settlement. Class Members are not required to submit a claim form to receive a settlement payment.

30. “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit A and is consistent with the requirements of due process.

31. “Objection Deadline” means the date by which a written objection to this Settlement Agreement submitted by a person within the Settlement Class must be filed with the Court and copies sent via U.S. Mail to Class Counsel and the Settlement Administrator postmarked by the Objection Deadline, which shall be designated as a date 60 days after the issuance of Notice, or such other date as ordered by the Court.

32. “Out-of-Pocket Costs” shall refer to the costs and expenses incurred by Class Counsel during the pendency of this litigation and approved by the Court to be reimbursed out of the Settlement Fund.

33. “Parties” shall mean Plaintiff and Defendant, collectively.

34. “Plaintiff” or “Class Representative” shall mean Cecelia Calderon.

35. “Preliminary Approval Order” or “Preliminary Approval” shall mean the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement. The draft Preliminary Approval Order is in substantially the form of Exhibit B.

36. “Qualified Settlement Fund” or “QSF” shall mean the fund established and administered by the Settlement Administrator and approved by the Court as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, to receive the Settlement Fund, hold such funds in an interest-bearing account, and make distributions pursuant to this Settlement Agreement. The QSF shall be the exclusive source of payment for all Settlement payments, attorneys’ fees, Administrative Expenses, tax obligations, and Service Awards.

37. “Released Claims” shall mean all claims, suits, actions, controversies, demands, and/or causes of action, premised upon statute, contract, common law, equity, or otherwise, whether seeking liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys’ fees, costs, interest or any other relief, against Defendant or other Releasees that arise out of, relate to or are connected with the alleged violation of or non-compliance with BIPA, alleged biometric identifiers (including, but not limited to retina or iris scan, fingerprint, voiceprint, scan of hand, scan of face geometry, or measurement of any biological feature), alleged biometric information of any kind (including, but not limited to, any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual), or other alleged biometric data, whether pursuant to BIPA or any other federal, state or local law, including common law, regardless of whether such causes of action or claims are known or unknown, filed or unfiled, asserted or unasserted, and/or existing or contingent.

38. “Release Date” means one business day after the Settlement Fund has paid the Settlement Class Members, the Service Awards, and the Fee Award and Out-of-Pocket Costs.

39. “Releasees” shall refer to Defendant and its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, vendors, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, and successors. Excluded from the release are any of Defendant’s customers.

40. “Releasors” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, children, spouses, beneficiaries, heirs, executors, conservators, administrators, agents, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.

41. “Service Award” or “Plaintiff Service Awards” shall mean subject to Court approval an award of \$12,500.00 for the Class Representative.

42. “Settlement Administrator” means, subject to Court approval, ILYM Group or such other entity selected and supervised by Class Counsel to administer the Settlement.

### **III. SETTLEMENT CLASS CERTIFICATION**

43. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 46; (b) Class Representatives shall represent the Class for settlement purposes and shall be the Class Representatives; and (c) Plaintiffs’ Counsel shall be appointed as Class Counsel.

44. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement Agreement, or if for any other reason Final Approval of the Settlement Agreement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated, and the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into.

45. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All individuals employed by MAX PRIVATE LABEL, INC. between April 19, 2019, and April 19, 2024, who had their biometric identifiers, including “fingerprint scans” collected, captured, received, or otherwise obtained by Defendant.

46. In addition to persons who timely signed a written consent, additional exclusions from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, (3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

47. Defendant represents that based on its present investigation of its records, there are 29 members in the Settlement Class. Defendant shall submit the Class List to the Claims Administrator and Class Counsel within 30 days following preliminary approval.

48. If for any reason the Settlement Agreement is not approved, the Court does not enter a Preliminary Approval Order and/or Final Approval Order, or a Final settlement and resolution of this Action as provided for in this Agreement is not reached, Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including but not limited to in any request for class certification in the Action or any other proceeding.

#### **IV. SETTLEMENT OF THE ACTION AND CLAIMS AGAINST THE RELEASEES**

49. Upon Final Approval of this Settlement Agreement, Class Representatives and the Settlement Class Members will release all claims, suits, actions, controversies, demands, and/or causes of action, premised upon statute, contract, common law, equity, or otherwise, whether seeking liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys' fees, costs, interest or any other relief, against Defendant or other Releasees that arise out of, relate to or are connected with the alleged violation of or non-compliance with BIPA, alleged biometric identifiers (including, but not limited to retina or iris scan, fingerprint, voiceprint, scan of hand, scan of face geometry, or measurement of any biological feature), alleged biometric information of any kind (including, but not limited to, any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual), or other alleged biometric data, whether pursuant to BIPA or any other federal, state or local law, including common law, regardless of whether such causes of action or claims are known or unknown, filed or unfiled, asserted or unasserted, and/or existing or contingent.

#### **V. SETTLEMENT FUND**

##### **50. Establishment of Settlement Fund.**

- a. No later than 30 days after Preliminary Approval and Defendant's receipt of wire and/or mailing instructions and an IRS Form W-9 for the Qualified Settlement Fund, Defendant or its insurer shall deposit into an account managed by the Settlement Administrator the amount of \$140,000.00.
- b. The funds provided by or on behalf of Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured interest-bearing account created and controlled by the Settlement Administrator.
- c. The Settlement Fund will remain held in the Qualified Settlement Fund until thirty-five (35) days after the entry of final approval of the Settlement or, if

there is an appeal, until thirty-five (35) days after the entry of a non-appealable order affirming the Final Approval Order approving the Settlement.

- d. Provided that Final Approval of this Agreement is granted by the Court, the Settlement Fund will be used to satisfy all claims for Settlement Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Releasees from Released Claims, inclusive of all claims for attorneys' fees, and dismissal of the Action with prejudice on the Release Date. In no event shall the Settlement Fund be increased for any other reason.
- e. If the Agreement is not finally approved, the Parties shall each bear 50% of the financial responsibility for any Administrative Expenses actually incurred as of the date that the Agreement is not finally approved, subject first to the Parties' good faith efforts to resolve any issues or concerns raised by the Court or appellate court.
- f. The Settlement Fund shall be used to pay (i) the Settlement payment to each Settlement Class Member; (ii) a reasonable Service Award to the Class Representative of no more than \$12,500.00, to be decided by the Court; (iii) a reasonable Fee Award to be decided by the Court; and (iv) Administrative Expenses.
- g. The Settlement Fund represents the total extent of the Defendant's monetary obligations under the Settlement Agreement. Defendant's contributions to the Settlement Fund shall be fixed under this Section and final. Defendant and the other Releasees shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

51. The Settlement Fund shall be divided among members of the Settlement Class that do not opt out as follows: approximately \$4,827.58621 per class member, less *pro rata* reductions for Class Counsel's Fee Award and Out-of-Pocket Costs, a Service Award to each of the Class Representatives, and Administrative Expenses.

52. Settlement Class Members shall receive a *pro rata* amount of the Settlement Fund by check in the mail after Plaintiffs' Counsel's attorneys' fees and costs, Settlement Administrator's costs, and Plaintiffs' Service Awards are deducted.

53. Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

54. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Class Members required pursuant to any federal, state,

or local tax law or regulation hereunder under the EIN of the Qualified Settlement Fund. The Settlement Administrator shall also be responsible for filing and sending an IRS Form 1099 to any applicable recipient of money from the Settlement Fund, as required by law.

55. Plaintiffs, Class Counsel and all other Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

**56. Procedure for Approving Settlement.**

- a. Plaintiffs will file an unopposed motion for an order conditionally certifying the Class, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Notice (the “Unopposed Motion for Preliminary Approval”). Prior to filing, Plaintiff will circulate the draft Motions for Preliminary and Final Approval to Defendant for review and comment to ensure accuracy with the Memorandum of Understanding and Settlement Agreement.
- b. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement Agreement; appointing the Class Representatives and Class Counsel; approving the Notice to the Class of the Settlement; and setting the Final Approval Hearing.
- c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Cecelia Calderon shall be conditionally appointed Class Representatives, and that Plaintiff’s Counsel shall be conditionally appointed as Class Counsel.

**57. Procedure for Administering Settlement.**

- a. Class List.
  - i. Defendant shall create a Class List, based on readily available information already within its possession. To the extent Defendant possesses information in its records, the Class List shall include: name, employee ID number, last-known address, telephone number, personal e-mail address, and Social Security Number for each Settlement Class Member (“Class List”). Defendant will provide a declaration attesting to the number of Class Members and preparation of the Class List

- ii. If Defendant does not have at least the last known address, cell phone number, or email address for a Class Member, Defendant will have thirty (30) days following entry of the Preliminary Approval Order to provide the contact information and/or social security numbers for Class Members to the settlement administrator. Defendant will cooperate with Plaintiffs' counsel in providing contact information so that Plaintiffs' counsel can issue any necessary subpoenas to Third Parties solely for Class Member contact information.
- iii. Defendant shall provide the Settlement Administrator and Class Counsel the Settlement Class list and contact information for the Settlement Class within 30 days following preliminary approval, although the Parties may need to subpoena former temporary staffing companies to obtain the contact information and Social Security Numbers for said temporary workers who are part of the Class, which shall be provided directly to the Claims Administrator.
- iv. The Settlement Administrator will update the Class List using the U.S. Postal Service's database of verifiable mailing addresses and the National Change-of-Address database.

b. Anti-Fraud Measures.

- i. The Settlement Administrator shall put reasonable anti-fraud measures in place to prevent theft of Settlement Class Members' settlement payments via, *inter alia*, requiring documentation to update their contact information.

c. Type of Notice Required.

- i. The Notice, which shall be substantially in the form of Exhibit A attached hereto, shall be used for the purpose of informing proposed Settlement Class Members prior to the Final Approval Hearing that there is a pending Settlement and to further inform Settlement Class Members how they may: (i) protect their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- ii. The notice plan shall include direct notice via U.S. Mail, email (where available) and text message (where available).

- iii. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the form attached as Exhibit A.
- iv. Within 45 days of entry of the Preliminary Approval Order, individual notice shall be sent via U.S. Mail, email to the extent email addresses can be obtained for Class Members, and text message (substantially in the form of Exhibit A). For all mailings returned as undeliverable, the Settlement Administrator shall perform a reverse look-up to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class.

d. Settlement Website Maintenance and Removal.

- iv. The Settlement Administrator shall maintain the settlement website created for this Settlement, which includes [www.MPLbipasettlement.com](http://www.MPLbipasettlement.com), through Final Approval and completion of all distributions required under this Agreement. No later than ninety (90) days after the Effective Date, the Settlement Administrator shall remove the settlement website from public access and shall take reasonable steps to ensure that all online content relating to the administration of this Settlement is disabled or otherwise made inaccessible. The Settlement Administrator shall confirm removal of the website in writing to Counsel for the Parties within seven (7) days of completion.

58. **Allocation.**

- a. Within 14 business days after the Effective Date, provided all appeals are resolved, the Settlement Administrator shall send a check by First Class U.S. Mail to each Class Member, including the Class Representatives, equal to each Settlement Class member's *pro rata* share of the Settlement Fund, less Administrative Expenses paid to the Settlement Administrator, the Service Awards to the Class Representatives, and the Fee Award to Class Counsel.
- b. Within 14 business days after the Effective Date, provided all appeals are resolved, the Settlement Administrator shall send a Service Award to the Class Representative via check in the amount of \$12,500.00. This amount will be paid to each Class Representative as 1099 income.
- c. The Settlement Administrator shall notify the Parties that all payments have been made within five business days of the last such payment. The

Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement.

- d. Payments to the Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance. Each Settlement check will be issued on the date of mailing and will state on its face that the check will expire and become null and void within 180 days of the date of issuance. Fifty percent of funds from checks not cashed by Class Members in 180 days will be remitted to Defendant and the remaining fifty percent will be distributed to *cy pres* recipient, National Institute for Workers' Rights.

## **VI. PROSPECTIVE RELIEF**

59. Although Defendant continues to use biometric time clocks since May 2024, it has and will continue to comply with BIPA.

## **VII. RELEASE**

60. Plaintiffs and the Settlement Class Members release and forever discharge the Released Claims.

## **VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

61. This Settlement Agreement shall be subject to approval of the Court.

62. Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its Exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with the Notice provisions in Paragraph 57 and elsewhere in this Agreement.

63. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately 120 days after entry of the Preliminary Approval Order and approve the Settlement as set forth herein.

64. At least seven days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs, through Class Counsel, will move for: (a) Final Approval of the Settlement Agreement; (b) Final appointment of the Class Representative and Class Counsel; and (c) Final certification of the Settlement Class, including for the entry of a Final Order and Judgment, and file a memorandum in support of the motion for Final Approval.

## **IX. EXCLUSIONS**

65. Exclusion Period.

- a. Settlement Class Members will have up to and including 60 days following the date Notice is distributed to exclude themselves from the Settlement in accordance with this Section. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged in the Action.

66. Exclusion Process.

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that they wish to be excluded from the Settlement Class; their signature and the date that they signed the statement. A request to be excluded 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 person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within seven (7) business days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

f. Defendant shall have the right, in its sole discretion, to withdraw from and terminate this Settlement Agreement if five (5) or more Settlement Class Members submit valid and timely requests for exclusion. In the event Defendant elects to exercise this right, Defendant shall provide written notice to Class Counsel and the Settlement Administrator within seven (7) days after receiving the list of valid exclusions. Upon such notice, the Settlement Agreement shall be null and void, the Parties shall be restored to their respective positions immediately prior to execution of the Settlement Agreement, and neither the Settlement Agreement nor any of its terms shall be admissible for any purpose in the Action or in any other proceeding, except as necessary to enforce this provision. All Administrative Expenses incurred up to the date of termination shall be shared equally by the Parties.

67. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for Final Approval of the Settlement.

## **X. OBJECTIONS**

68. Settlement Class Members will have up to and including 60 days following the date Notice is distributed to object to the Settlement in accordance with this Section. The Notice shall specify that any objection to this Settlement, with all required information and supporting materials as discussed in the Paragraph below, must be filed with the Clerk of Court by the Objection Deadline. Copies of the filed objection and supporting materials must also be mailed to the Settlement Administrator and Class Counsel at the addresses set forth in the Notice and postmarked by the Objection Deadline. at the Final Approval Hearing. Class Counsel shall promptly provide a list of the written objections and supporting documentation to Defendant's Counsel. The Court will address any objections at the Final Approval Hearing.

69. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) their full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which they were employed or engaged by Max Private Label, Inc.; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections they have filed, or has had filed on their behalf, in any other class action cases in the last five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, email address and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may seek to call to testify at the Final Approval Hearing and all exhibits they intend to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

70. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing

and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

## **XI. FINAL APPROVAL HEARING**

71. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS 5/2-801 for settlement purposes only and, if so, (a) consider any properly-filed objections; (b) determine whether the Settlement Agreement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (c) enter the Final Approval Order, including Final Approval of the Settlement Class and the Settlement Agreement, and the Fee Award and Service Awards.

## **XII. FINAL APPROVAL ORDER**

72. The Parties shall jointly seek entry of the Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for entry of Final Judgment, a dismissal of the Action with prejudice on the Release Date, and waiver of any rights of appeal.

73. The Parties shall jointly submit to the Court the proposed Final Approval Order that:

- a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801;
- b. Retains jurisdiction solely for the purpose of enforcing the Settlement;
- c. Dismisses the Action with prejudice of all claims of the Settlement Class against the Releasees, without costs and fees except as explicitly provided for in this Agreement; and
- d. Enters a Final Judgment pursuant to 735 ILCS 5/2-1301.

## **XIII. NO TERMINATION OF THE SETTLEMENT; CONTINUED GOOD FAITH NEGOTIATION.**

74. In the event that the Court reduces or does not approve the Fee Award and Service Awards, Plaintiff and Class Counsel shall not have the right to revoke this Settlement Agreement, which shall remain binding. Any such unapproved amounts shall be returned to the Settlement Fund for distribution to the Settlement Class Members. However, nothing herein shall be read to limit Class Counsel's ability to appeal a Fee Award that is less than what is sought.

75. If the Court does not grant preliminary or final approval or makes material modifications to the terms of the Settlement Agreement, the Parties shall work together in good

faith to address the concerns raised in denying preliminary or final approval or in modifying the Agreement. If the Parties are unable to jointly agree on solutions to address the Court's concerns, then the Parties shall request the assistance of a JAMS or AAA mediator.

76. Only after both Parties agree that they have fully exhausted such efforts will this Settlement Agreement become null and void. The Settlement Administrator shall promptly return to Defendant and its insurer the amounts they paid into the Settlement Fund, plus the *pro rata* interest earned on these monies, less half of the Administrative Expenses. The other half of the Administrative Expenses shall be paid by Class Counsel. The Parties will then return to their positions immediately prior to the execution of this Settlement Agreement.

#### **XIV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARDS**

77. No later than seven days prior to the date of the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed 35% of the Settlement Fund, which amounts to \$49,000.00 based on the estimated size of the Class, plus reasonable Out-of-Pocket Costs. Defendant will not oppose this request.

78. Notwithstanding any contrary provision of this Agreement, and subject to Paragraphs 75-77 of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

79. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within 14 business days after the Effective Date, provided all appeals are resolved, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.

80. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for the Class Representative in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00), and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within 14 business days of the Effective Date, provided all appeals are resolved.

81. In no event will Defendant's liability for payments to Class Members, attorneys' fees, expenses, and costs, including the Fee Award, Administrative Expenses, and/or a Service Awards exceed the funding obligations set out in this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel. The Settlement Administrator shall handle all tax reporting with

respect to the payments made pursuant to the Settlement and shall report the payments in accordance with applicable law. Defendant, its counsel and the Releasees shall also have no responsibility, obligation or liability whatsoever for any act, omission or determination by the Settlement Administrator or Class Counsel, or any of their respective designees or agents (i) in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) the payment, reporting or withholding of any taxes, tax expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state or local returns; or (vi) any other acts, omissions or nonperformance of the Settlement Administrator.

## **XV. MISCELLANEOUS REPRESENTATIONS**

82. Plaintiffs will not make the terms of the settlement public until the Settlement Agreement is formally submitted to the Court for preliminary approval, but they may communicate the fact of the settlement at the next status conference. Defendant has the discretion to make disclosures as necessary to comply with its legal disclosure obligations.

83. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

84. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of the Settlement Agreement.

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

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

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

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

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

90. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

91. The Parties agree that Exhibit A to this Settlement Agreement is a material and integral part thereof and is fully incorporated herein by this reference.

92. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

93. Except as otherwise provided herein, each Party shall bear its own costs.

94. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Releasees to any other person or party.

95. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

96. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, (a) constitute, be construed, be offered, or received into evidence as an admission of any kind, including but not limited to any negligent, reckless or illegal action or omission or other wrongdoing, the appropriateness of class certification, the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

97. The Parties also agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance

of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

98. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.

99. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (c) in connection with any motion to enjoin, stay, or dispose of any other action, or (d) to obtain Court approval of the Settlement Agreement.

100. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

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

102. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

103. This Agreement is deemed to have been prepared by Counsel for the Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its exhibits, it shall not be construed more strictly against one Party than another.

104. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Jordan Richards  
JORDAN RICHARDS PLLC  
1800 SE 10th Ave. Suite 205  
Fort Lauderdale, Florida 33316  
Tel: 954-871-0050  
[jordan@jordanrichardspllc.com](mailto:jordan@jordanrichardspllc.com)

If to the Defendant's Counsel:

Jonathon J. Ibarra  
Ryan M. Neri  
Wood, Smith, Henning & Berman LLP  
222 South Riverside Plaza – Suite 640  
Chicago, IL 60606  
Tel: 312-766-4450  
[jibarra@wshblaw.com](mailto:jibarra@wshblaw.com)  
[rneri@wshblaw.com](mailto:rneri@wshblaw.com)

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

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Cecelia Calderon, on behalf of  
herself and the Settlement Class**

  
Cecelia Calderon (Nov 21, 2025 1:34:17 AM CST)

**Cecelia Calderon, Plaintiff**

Date: Nov 21, 2025

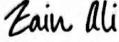
**CLASS COUNSEL**



Date: 11/21/2025

Jordan Richards  
Jordan Richards, PLLC  
1800 SE 10th Ave. Suite 205  
Fort Lauderdale, FL 33316  
(954) 871-0050  
[jordan@jordanrichardspllc.com](mailto:jordan@jordanrichardspllc.com)

**Max Private Label, Inc.**

  
Zain Ali  
6C75E14904E04BF...

Signature

**ZAIN ALI, EXECUTIVE**

Name, Position

Date: 11/26/2025

**DEFENDANT'S COUNSEL**



Date:

Jonathon J. Ibarra  
Ryan M. Neri  
Wood, Smith, Henning & Berman LLP  
222 South Riverside Plaza – Suite 640  
Chicago, IL 60606  
Tel : 312-766-4450  
[jibarra@wshblaw.com](mailto:jibarra@wshblaw.com)  
[rneri@wshblaw.com](mailto:rneri@wshblaw.com)

## Exhibit A

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Calderon, et al. v. Max Private Label, Inc.*, Case No. 2024 CH 03477,  
Circuit Court of the Nineteenth Judicial Circuit, Cook County

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU PROVIDED YOUR FINGER SCAN FOR EMPLOYEE TIMEKEEPING TO MAX PRIVATE LABEL, INC. AT ANY TIME BETWEEN APRIL 19, 2019, TO APRIL 19, 2024.**

*This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.*

### **WHY DID I GET THIS NOTICE?**

This is a court-authorized notice of a proposed Settlement in a class action lawsuit, *Calderon, et al. v. Max Private Label, Inc.*, Case No. 2024 CH 03477, pending in the Circuit Court of the Nineteenth Judicial Circuit, Cook County. If you received this Notice, you have been identified as a member of the Settlement Class. The Court has preliminarily approved the Settlement and has conditionally certified the Settlement Class for purposes of Settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanation below so that you can better understand your legal rights.

### **WHAT IS THIS LAWSUIT ABOUT?**

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private entities from collecting, capturing, purchasing, receiving through trade, or otherwise obtaining, storing, selling, leasing, trading, or otherwise profiting from, disclosing, rediscovering, disseminating, or transmitting, and/or using biometric identifiers and/or biometric information, such as fingerprints, of an individual for any purpose, including timekeeping, without first providing such individual with certain written disclosures and obtaining their written consent. This lawsuit alleges that Defendant violated BIPA by requiring current and former workers to submit their fingerprint for timekeeping purposes between April 19, 2019, and April 19, 2024, without first providing the requisite disclosures or obtaining the requisite consent. Defendant Max Private Label, Inc. (“Defendant”) contests these claims, denies that it violated BIPA and denies any and all liability for the claims raised in the lawsuit. Additional information can be obtained about the lawsuit by visiting the settlement website at [www.MPLbipasettlement.com](http://www.MPLbipasettlement.com)

### **WHY IS THIS A CLASS ACTION?**

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” A class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### **WHY IS THERE A SETTLEMENT?**

To resolve this matter without the further expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and Service Awards to the Class Representatives, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that the Defendant violated the law. Defendant denies that it violated BIPA and denies any and all liability for the allegations raised in the lawsuit.

### **WHO IS IN THE SETTLEMENT CLASS?**

You are a member of the Settlement Class if, at any time between April 19, 2019, and April 19, 2024, you performed work for Defendant in Illinois and had your biometric identifiers or biometric information, such as your fingerprint, allegedly collected, captured, received, obtained, maintained, stored, transmitted, or otherwise disclosed by Defendant or its agents without you first signing a consent regarding same. You will be considered a member of the Settlement Class unless you properly execute and file a timely request for exclusion from the Class as explained below.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

**Cash Payments.** Defendant has agreed to create a Settlement Fund for the Class Members in the gross amount of \$140,000.00. Settlement Class Members are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member will be entitled to an equal payment out of the Settlement Fund, estimated to be approximately \$\_\_\_\_\_, after payment of Court-approved attorneys' fees, costs, and Service Awards to the Class Representative. The Settlement Administrator will issue a check to each Class Member following final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 180 days after they are issued. The attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 35% of the Settlement Fund, plus reasonable costs, for the time, expense and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$12,500.00 each for her time, effort, and service to the Class in this matter and the Settlement Administrator will be paid for its expenses in administering the settlement.

### **WHAT ARE MY OPTIONS?**

#### **(1) Accept the Settlement by doing nothing.**

To accept the Settlement, you do not need to do anything. If you receive this Notice, you are currently considered a member of the Settlement Class and will continue to be unless you exclude yourself from the Settlement.

#### **(2) Exclude yourself.**

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the other Releasees (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by filing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator providing your name, address, and telephone number; the name and number of this

case; a statement that you wish to be excluded from the Settlement Class; and your signature, postmarked by [EXCLUSION DEADLINE] to [ADMINISTRATOR ADDRESS]. A request to be excluded that is sent to an address other than that designated in this Notice, or that is not postmarked within the time specified, shall be invalid and you shall be considered a member of the Settlement Class and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved by the Court.

### **(3) Object to the Settlement.**

If you wish to object to the Settlement, you must submit your objection in writing to Clerk of the Court of the Circuit Court of the Nineteenth Judicial Circuit, Cook County, Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602, specifying *Calderon, et al. v. Max Private Label, Inc.*, Case No. 2024 CH 03477 (Cook Cty. Cir. Ct). The objection must be received by the Court no later than [OBJECTION DEADLINE]. You must also send a copy of your objection and any supporting documents to Class Counsel (address below) postmarked no later than [OBJECTION DEADLINE]. Any objection to the proposed Settlement must include your: (i) full name, address, and telephone number; (ii) the case name and number of this lawsuit; (iii) the date range during which you were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (vi) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of [OBJECTION DEADLINE]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be held on [FINAL HEARING DATE AND TIME], in person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. **Attendance at the hearing is not necessary**; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for a service award to the Class Representatives are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

### **WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?**

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up any rights you may currently have to sue Defendant under BIPA. Giving up your legal claims is called a release. Unless you formally exclude yourself from this Settlement, you will release any claims you may have against Defendant. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

### **WHEN WILL I BE PAID?**

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the Court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

### **WHEN WILL THE COURT RULE ON THE SETTLEMENT?**

A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative service awards that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **FINAL APPROVAL DATE / TIME**.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, and the Plaintiffs and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

### **WHO REPRESENTS THE CLASS?**

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Jordan Richards  
Jordan Richards, PLLC  
1800 SE 10th Ave. Suite 205  
Fort Lauderdale, FL 33316  
(954) 871-0050  
jordan@jordanrichardspllc.com

### **HOW DO I UPDATE MY CONTACT INFORMATION?**

You must notify the Settlement Administrator of any changes in your mailing address so that your Settlement award will be sent to the correct address. To update your address, contact the Settlement Administrator at:

**Settlement Administrator, Contact Information**

### **WHERE CAN I GET ADDITIONAL INFORMATION?**

This Notice is only a summary of the proposed Settlement of this lawsuit. by contacting Class Counsel. If you have any questions, you can also contact Class Counsel at the number or email address set forth above. In addition, all pleadings and documents filed in court may be reviewed or

copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

## Exhibit B

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

CECILIA CALDERON, on behalf of )  
herself and all similarly situated )  
individuals, )  
 )  
*Plaintiffs*, ) Case No. 2024 CH 03477  
v. )  
 )  
MAX PRIVATE LABEL, INC., )  
 )  
*Defendant*. )  
 )  
 )

## [PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion and Memorandum for Preliminary Approval of Class Action Settlement ("the Motion"), the Court having reviewed and considered the Motion, the supporting Memorandum of Law and attached exhibits, including the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") and its attachments, and the Court being fully advised in the premises,

IT IS ORDERED AS FOLLOWS:

1. Capitalized terms not defined in this Order are defined in the Parties' Settlement Agreement.
2. The Court finds, on a preliminary basis, that the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.
3. The Settlement Agreement was negotiated at arm's length between counsel for the Parties who are experienced in class action litigation.
4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, a Settlement Class of the following:

All individuals employed by MAX PRIVATE LABEL, INC. between April 19, 2019, and April 19, 2024, who had their biometric identifiers, including “fingerprint scans” collected, captured, received, or otherwise obtained by Defendant.

5. For purposes of settlement, the Court finds on a preliminary basis that the settlement and Settlement Class satisfy the requirements of Section 2-801 of the Illinois Code of Civil Procedure, specifically that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (c) the representative parties will fairly and adequately protect the interests of the class; and (d) class action is an appropriate method for the fair and efficient adjudication of this controversy. 735 ILCS 5/2-801.

6. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in this matter in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, if the Settlement is not finally approved, and litigation resumes, this Court’s preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, this Preliminary Approval Order will be vacated in its entirety, and the Parties shall revert to their positions in the litigation as if no settlement had occurred.

7. The Court finds that distribution of notice to the proposed Settlement Class Members is justified because Plaintiffs have shown that the Court will likely be able to (i) approve the Settlement under Section 2-801 of the Illinois Code of Civil Procedure and (ii) certify the proposed class for purposes of settlement.

8. For settlement purposes only, the Court appoints Cecilia Calderon as the Settlement Class Representative and finds that she will adequately protect the interests of the Settlement Class.

9. For settlement purposes only, the Court appoints as Settlement Class Counsel Jordan Richards of Jordan Richards PLLC as Class Counsel. The Court finds that Class Counsel is competent, capable, and will adequately represent the interest of the Settlement Class.

10. The Court appoints ILYM Group as the Settlement Administrator to perform all duties described in the Settlement Agreement and ordered by this Court.

11. The Court finds that distribution of the proposed Notice of Class Action Settlement (“Notice”) by mail, email, and text message (where available) are the best practicable means of providing notice under the circumstances and when completed, shall constitute due and sufficient notice of the settlement terms, the right to object, the right to exclude themselves from the Class, and of the Final Approval Hearing to all persons affected by or entitled to participate in the Settlement, in full compliance with the notice requirements of Section 2-803 of the Illinois Code of Civil Procedure, due process, the Constitution of the United States, the Illinois Constitution, and other applicable laws. The proposed Notice is accurate, objective, and informative. It provides Class Members with all of the information necessary to protect the interests of the class and the parties, and allows the Class Members to evaluate the fairness of the settlement and to make an informed decision regarding whether to participate in the Settlement. The Class Notice meets all applicable legal requirements. The parties, by agreement, may revise the Notice in non-material ways or to update the documents for purposes of accuracy or formatting for publication.

12. Any Settlement Class Member may request to be excluded from the settlement by submitting a written request for exclusion to the Settlement Administrator as described in the Notice by EXCLUSION DEADLINE. A request for exclusion that does not include all of the information required by the Notice or that is not postmarked and sent via U.S. Mail by the

Exclusion Deadline will be invalid and the person will be deemed to remain a Settlement Class Member and bound by the Settlement Agreement, if approved.

13. Any Settlement Class Member who excludes himself or herself from the settlement will not be entitled to any recovery under the settlement and will not be bound by the settlement or have any right to object, appeal, or comment on it.

14. Any Settlement Class Member who does not request to be excluded from the Settlement may object to the settlement by filing his or her objection, the specific grounds for said objection, supporting documentation and all papers to be presented to the Court at the Final Approval Hearing (as more thoroughly described below) with the Clerk of the Court and by delivering timely-postmarked copies of said objection to Class Counsel and the Settlement Administrator by **OBJECTION DEADLINE**. Any such objection must comply with the requirements set forth in the Settlement Agreement, including by providing: (i) their full name, address, and current telephone number; (ii) the case name and number of this action; (iii) the date range during which he/she was employed or engaged by Defendant in Illinois; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections they have filed, or have had filed on their behalf, in any other class action cases in the last five years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, email address and telephone number of his or her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, they must state as such in the written objection, and must also identify any witnesses they may call to testify at the Final Approval Hearing and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

All written objections must be served on Class Counsel, who will promptly provide a list of the written objections and supporting documentation to defense counsel. Failure to timely object in compliance with these requirements will waive any objections to the Settlement.

15. Settlement Class Members and other Releasors shall be bound by all determinations and orders pertaining to the Settlement, including the release of the Releasees from all Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement in a timely and proper manner as provided herein. Settlement Class Members who do not timely and validly request exclusion shall be bound by the Settlement, including the release of all Released Claims, even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendants or Releasees for any Released Claims.

16. Class Counsel may file any motion seeking an award of attorneys' fees and costs not to exceed 35% of the Settlement Fund in attorneys' fees, plus their reasonable costs and expenses, as well as a Service Award to the Named Plaintiff no later than seven (7) days prior to the Final Approval Hearing.

17. All papers in support of the final approval of the proposed Settlement shall be filed no later than seven (7) days prior to the Final Approval Hearing.

18. The Court schedules a Final Approval Hearing for \_\_\_\_\_, 2026 at \_\_\_:\_\_ a.m./p.m. to consider, among other things, (1) whether to finally approve the settlement and whether it is fair, reasonable, and adequate; (2) whether to approve Class Counsel's request for attorney fees and litigation costs; (3) whether to approve the Settlement Administrator's costs; (4) whether to approve the Class Representatives' request for a Service Award; and (5) whether a judgment and order of dismissal with prejudice should be entered. Settlement Class Members may,

but are not required to, appear at the Final Approval Hearing and request to speak in favor or against the settlement.

19. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to Settlement Class Members. At or following the Final Approval Hearing, the Court may enter a Final Judgment approving the settlement and entering a Final Approval Order in accordance with the settlement that adjudicates the rights of all Settlement Class Members.

20. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

21. All discovery and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

22. If the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the parties shall be restored to their respective positions in this action as of the date preceding the signing of the Settlement Agreement.

23. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List Sent to Administrator: \_\_\_\_\_

Notice to be completed by: \_\_\_\_\_

Objection Deadline: \_\_\_\_\_

Exclusion Request Deadline: \_\_\_\_\_

Final Approval Submissions: \_\_\_\_\_

Final Approval Hearing: \_\_\_\_\_

**IT IS SO ORDERED.**

ENTERED: \_\_\_\_\_

\_\_\_\_\_  
Judge