

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

AUSTIN MCDONALD, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

MEDEFIL, INC.,

Defendant.

Case No. 2024CH00628

Judge: Honorable Michael T. Mullen

**CLASS ACTION SETTLEMENT AGREEMENT**

This settlement agreement (the “Agreement,” “Settlement Agreement,” or “Settlement”) is entered into by Plaintiff Austin McDonald (“Plaintiff”), on behalf of himself and on behalf of the Settlement Class, and Defendant Medefil, Inc. (“Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

**RECITALS**

A. Plaintiff filed a class action third-party complaint against Defendant which is pending in the Circuit Court of Cook County, Illinois, Chancery Division, case number 2024 CH 00628, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”).

B. The Parties to this Agreement have been in ongoing discussions regarding the potential for a class-wide settlement and have exchanged information on the underlying facts of the case and the size of the class. After considerable arm’s-length negotiations, the Parties were able to reach agreement on the terms of a class-wide settlement.

C. Plaintiff and Class Counsel conducted an examination of the law and facts relating to the allegations in the complaint and Defendant’s potential defenses. Plaintiff believes each claim asserted in the Action has merit, that they would ultimately succeed in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel has also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. This Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Class without delay. Therefore, Plaintiff believes that

it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

D. Defendant denies all allegations of wrongdoing and liability, and has asserted defenses to Plaintiff's claims. Defendant believes its defenses have merit and that it would ultimately prevail. Nevertheless, Defendant has concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and advancing their defenses. Defendant, without admitting liability or the lack of merit with respect to any defenses, desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class. Defendant agrees to certification of the Settlement Class for settlement purposes only and in no way concedes that, had the Parties litigated class certification, that Plaintiff would have ultimately succeeded in certifying a class. If the terms of this Agreement are not ultimately approved, Defendant retains all rights and defenses to Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

E. Plaintiff, on behalf of himself and the Settlement Class, denies the validity of Defendant's asserted defenses. Plaintiff believes that this Settlement Agreement is desirable to avoid the time, risk, and expense of pursuing protracted litigation and asserting claims on behalf of himself and the Class. Plaintiff, without denying the lack of merit with respect to any claims, desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class. Plaintiff in no way concedes that, had the Parties litigated class certification, that Plaintiff would ultimately have not succeeded in obtaining class certification. If the terms of this Agreement are ultimately not approved, Plaintiff reserves all rights and claims.

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

## AGREEMENT

### 1. DEFINITIONS

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

1.1 "Case", "Action," or "Litigation" means the case captioned *Austin McDonald, individually and on behalf of all others similarly situated v. Medefil, Inc.*, case number 2024-CH-00628, pending in the Circuit Court of Cook County, Illinois, Chancery Division, as well as all BIPA claims raised by McDonald against Medefil in the prior related case, *Sterile Technology LLC v. Medefil, Inc., et al.*, case number 2017-L-000716, prior to the BIPA claims being severed from the other claims and proceeding separately in this litigation.



1.2 **“Agreement,” “Settlement Agreement,” or “Settlement”** means this settlement agreement.

1.3 **“Claim Form”** means the form attached to the Notice and substantially in the form of Exhibit A attached hereto.

1.4 **“Class Counsel”** means attorneys Anthony F. Fata and Sarah E. Flohr at Kirby McInerney LLP, as well as attorneys Nickolas J. Hagman and Mohammed A. Rathur at Cafferty Clobes Meriwether & Spengel LLP.

1.5 **“Class Representative”** means the named plaintiff in the Action, Austin McDonald.

1.6 **“Court”** means the Circuit Court of Cook County, Illinois, Chancery Division.

1.7 **“Defendant”** means Medefil, Inc.

1.8 **“Defendant’s Counsel”** means Melissa A. Siebert and Corey T. Hickman at Cozen O’Connor.

1.9 **“Effective Date”** is defined as set forth in Paragraph 9.1.

1.10 **“Expense Award”** means the amount of reasonable litigation costs and expenses to be awarded as reimbursement to Class Counsel by the Court to be paid out of the Settlement Fund.

1.11 **“Fee Award”** means the amount of attorneys’ fees to Class Counsel awarded by the Court to be paid out of the Settlement Fund.

1.12 **“Final Approval Hearing”** means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award, Expense Award, and the Incentive Award to the Class Representative.

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

1.14 **“Incentive Award”** means the award sought by the Class Representative and approved by the Court in consideration for his service during the course of the Action. Any such Incentive Award is separate and apart from any payment that any Settlement Class Member may receive.

1.15 **“Notice”** means the notice of this Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class in the manner set forth in this Agreement, and in a format substantially similar to that attached hereto as Exhibit A.

1.16 **“Notice Date”** means the date upon which the Notice is first disseminated to the Settlement Class, which shall be a date no later than thirty (30) days after entry of Preliminary Approval.

1.17 **“Objection/Exclusion Deadline”** means the date by which a written objection to the Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be filed with the Court and/or postmarked, which shall be designated as a date approximately forty-five (45) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice.

1.18 **“Plaintiff”** means Austin McDonald.

1.19 **“Preliminary Approval”** means the Court’s order, attached hereto as Exhibit B or an order substantially similar to Exhibit B, preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.20 **“Released Parties”** means Defendant Medefil, Inc. and all of its affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, and/or other individuals or entities in which Defendant has a controlling interest or which are affiliated with Defendant, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under, or in concert with any of these persons or entities.

1.21 **“Plaintiff Releasing Parties”** means Plaintiff Austin McDonald and his present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.22 **“Class Member Releasing Parties”** means Settlement Class Members (other than Austin McDonald) and their respective present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.23 **“Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator relating to administering this Settlement, providing Notice, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.



1.24 “**Settlement Administrator**” means RG2 Claims Administration LLC (“RG2”), the administrator as agreed to by the Parties, which will provide the Notice, receive and process Claim Forms, Process and distribute Settlement Payments, distribute the Court-approved Fee Award and Expense Award to Class Counsel, distribute the Court-approved Incentive Award to the Class Representative, and perform other requested duties.

1.25 “**Settlement Class**” means all employees, and contractors of Medefil, Inc. who, from October 18, 2014 (the date five-years prior to the date Plaintiff first filed BIPA claims against Defendant) to the date preliminary approval is entered, used finger or hand-scan timekeeping systems without having first signed a written consent and release. There are approximately 242 people who fall within the class definition.

Excluded from the Settlement Class are (1) Defendant’s officers and directors, (2) Class Counsel, (3) any Judge presiding over this Action and members of their families, (3) persons who properly execute and file a timely request for exclusion from the class, (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (5) the legal representatives, successors or assigns of any such excluded persons.

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

1.27 “**Maximum Settlement Amount**” means the total sum of the Settlement Payments plus dark web monitoring cost, or the total amount of \$226,270 (\$935 multiplied by 242 Class Members), subject to the increases or decreases described below. Defendant represents based on an appropriate investigation that its reasonable estimate of the class size is 242 people. To the extent that additional Class Members are identified, the Maximum Settlement Amount shall increase by \$935 for each such person (inclusive of a Settlement Payment and dark web monitoring). To the extent it is found there are fewer Class Members than estimated, the Maximum Settlement Amount shall decrease by \$935 for each such person (inclusive of a Settlement Payment and dark web monitoring). If additional Class Members are identified that result in the Class Size increasing by more than 5%, Defendant shall have the right to nullify this Settlement Agreement at its sole discretion. Defendant has no obligation to pay any amount that exceeds the Maximum Settlement Amount and there will be no event under which Defendant will pay any amount in excess of the Maximum Settlement Amount, inclusive of the Fee Award, Expense Award, Incentive Award for the Class Representatives, and the Settlement Administration Expenses.

1.28 “**Settlement Fund**” means the amount paid by Defendant to the Settlement Administrator for the Fee Award, Expense Award, Incentive Award to the Class Representative, the Settlement Administration Expenses, and funds to be disbursed for timely submitted valid claims. The total amount to be deposited into the Settlement Fund shall be calculated as follows: the Fee Award (*i.e.*, \$69,578.00 which is 30.75% of the Maximum Settlement Amount, plus the Expense Award not to exceed \$15,180.82, which represents the reasonable litigation costs and expenses incurred) + the Incentive Award for the Class Representative (not to exceed \$7,500.00) + the Settlement Administration Expenses (not to exceed \$15,000.00) + funds to be disbursed for timely submitted valid claims (calculated as follows: No. of Claims x [\$179,080 - Fee Award –

Expense Award - Incentive Award – Settlement Administration Expenses)/242]. In no event shall Defendant be required to pay more than the Maximum Settlement Amount. The actual amount of the Settlement Fund will be determined 60 days after the Notice Date on a “claims made” basis such that only those claims that are timely submitted and valid will be funded. The Settlement Fund will be paid by Defendant to the Settlement Administrator no later than 15 days after the Effective Date.

1.29 “**Settlement Payment**” means the cash payment Class Members who submit a valid claim shall receive. Each Settlement Class Member who submits a valid, timely submitted claim will also be eligible to initiate three years of dark web monitoring provided by Experian, which is valued at \$195. The Class will be provided information on how to activate such dark web monitoring in the Class Notice and each Settlement Class Member must activate the dark web monitoring consistent with the information provided by the Settlement Administrator in order to be eligible for this benefit. Any properly activated dark web monitoring costs by any Settlement Class Member will be paid directly to Experian by Defendant. Under no circumstances will any Settlement Class Member be eligible for or receive an additional cash payout in lieu of dark web monitoring.

1.30 “**Claim Form**” means the form attached to the Notice.

## 2. SETTLEMENT RELIEF

### 2.1 *Settlement Payments to Settlement Class Members.*

a. The Settlement Payment to each Settlement Class Member who submits a timely and valid claim is calculated as follows: \$740 multiplied by the total number of Settlement Class Members, minus the Fee Award, minus the Expense Award, minus the Incentive Award, minus the Settlement Administration Expenses, with that net amount divided by the number of Settlement Class Members ( $740 \times 242 - \text{Fee Award} - \text{Expense Award} - \text{Incentive Award} - \text{Settlement Administration Expenses}$ ) / 242). Class Members must timely submit a valid claim form in order to receive their Settlement Payment and dark web monitoring. Settlement Class Members who do not timely submit a valid claim will not receive a Settlement Payment or any other monetary payment or dark web monitoring. Defendant will pay the aforementioned Settlement Payments into the Settlement Fund for timely submitted valid claims only on a “claims made” basis as provided for in this Settlement Agreement. Based on the terms set forth in this Settlement Agreement, the Parties anticipate that each Class Member who submits a timely and valid claim will receive a Settlement Payment in the amount of approximately \$296.78.

b. All Claim Forms in the form of Exhibit A must be submitted within sixty (60) days of the Notice Date. Any Class Member who fails to submit a Claim Form by such deadline and who does not file a timely request for exclusion from the Settlement Class shall be forever barred from receiving any Settlement Payment or any other payment pursuant to this Settlement Agreement but shall in all other respects be bound by all of the terms of this Settlement Agreement, including any order entered by the Court, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of



any kind against any person concerning any of the Released Claims. Class Members may submit a Claim Form by completing the form included with Exhibit A and mailing such completed form to the Settlement Administrator. Settlement Class Members may only submit one Claim Form.

c. The Settlement Administrator shall send each Settlement Class Member who submits a valid Claim Form a check for their Settlement Payment within thirty (30) days of the Effective Date via First Class U.S. Mail to the mailing addresses Class Members list on their Claim Forms. The Settlement Administrator will compare each Claim Form to the class list to ensure the accuracy of the Claim Form and to ensure that a Settlement Class Member only submits one claim form.

d. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

e. All residual funds, unclaimed funds, funds from uncashed checks, and/or funds remaining in the Settlement Fund after the Settlement Administrator makes all required payments under this Agreement shall be returned to Defendant.

### 3. RELEASES

3.1 *Class Representative's Release.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Plaintiff Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged the Released Parties of any and all claims, actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, statutory claims, common law claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever from the beginning of time through the date of final judgment, including, but not limited to, all claims which were made by Plaintiff in the Action or which could have been made and which relate to biometric information, biometric identifiers, fingerprints, finger scan data, hand scan data, and/or BIPA.

3.2 *Release by the Class Members.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Class Member Releasing Parties, and each of them shall be deemed to have released and by operation of the Final Judgment shall have fully finally and forever, released, relinquished and discharged the Released Parties of any and all claims, actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, statutory claims, common law claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever from the beginning of time through the date of final judgment, arising out of, regarding, or relating to



biometrics, including, but not limited to, biometric information, biometric identifiers, fingerprints, finger scan data, hand scan data, and/or BIPA. This release shall not apply to any individuals who properly exclude themselves from this Agreement.

3.3 The claims released in the *Class Representative's Release* and the claims released in the *Release by the Class Members* are collectively referred to as the "Released Claims."

#### 4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Defendant shall provide the Settlement Administrator with a class list within fourteen (14) days of Preliminary Approval. Such list shall include each Settlement Class Member's name and last known address, and last known personal email address, provided Defendant has such information. If any temporary staffing agencies are involved and do not respond to Defendant's request for last known addresses and personal emails, then the parties will work together to issue subpoenas. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses of all persons strictly confidential. The Settlement Administrator shall not share the Class List or any personal information obtained therefrom with any other party or attorney. The Settlement Administrator may confirm an individual's membership in the Class to Class Counsel, in the event Class Counsel request such confirmation. The Class List may not be used for any purpose other than effectuating this Settlement.

b. *Notice.* Notice and administration costs will be paid from the Settlement Fund. The Settlement Administrator shall send Notice via U.S. mail substantially in the form attached as Exhibit A to all persons in the Settlement Class to the last known mailing address for the Class Member within thirty (30) days of Preliminary Approval and to the personal email address for each Class Member where available. To the extent that a mailing is returned, the Settlement Administrator shall follow up through reasonable and practicable means that the Settlement Administrator deems appropriate, including, but not limited to, the National Change of Address Database ("NCOA") to identify the current location of such individual so long as the cost of such follow up does not exceed the cost of the Settlement Administrator's budget for administering this matter.

4.2 *Right to Intervene and Object or Comment.* Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include (a) the Settlement Class Member's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance



or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, e-mailed, or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action.

4.3 *Right to Request Exclusion.* Any person who falls within the definition of the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not validly excluded themselves by the Objection/Exclusion Deadline will be bound by the Settlement Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement Agreement will be their sole and exclusive remedy for the claims alleged by the Settlement Class. To be valid, any request for exclusion must: (a) be in writing; (b) identify the name of the case and case number; (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be physically signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *Austin McDonald v. Medefil, Inc.*, Case Number 2024 CH 00628, pending in the Circuit Court of Cook County, Illinois, Chancery Division." A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Notwithstanding the foregoing, if ten (10) or more Settlement Class Members file requests for exclusion, Defendant shall have the right to nullify this Settlement Agreement at its sole discretion.

## 5. SETTLEMENT ADMINISTRATION

### 5.1 Settlement Administrator's Duties.

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

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in



accordance with its business practices. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with reports concerning Notice, administration, and implementation of the Settlement.

c. *Receipt of Requests for Exclusion.* The Settlement Administrator shall promptly provide upon receipt any requests for exclusion from persons in the Settlement Class to Class Counsel and Defendant's Counsel.

d. *Timing of Settlement Payments.* The Settlement Administrator shall make all Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within thirty (30) days after the Effective Date.

## **6. PRELIMINARY APPROVAL AND FINAL APPROVAL**

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

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

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

- a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement;



b. approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement to be binding on, and have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all Settlement Class Members and Releasing Parties as to the Released Claims;

c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;

d. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing this Settlement;

e. approve Class Counsel's request for a Fee Award, Expense Award, and Incentive Award to the Class Representative;

f. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement, with the Court retaining jurisdiction to enforce the Settlement;

g. incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

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

i. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the Final Judgment and do not limit the rights of Settlement Class Members;

j. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Agreement and the Final Judgment, and for any other necessary purpose; and



k. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

6.3 *Cooperation.* The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

## **7. TERMINATION OF THE SETTLEMENT AGREEMENT**

7.1 *Termination.* Subject to Paragraph 9 below, the Class Representative and Defendant shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the appellate court or the Supreme Court of Illinois; or (v) the date upon which an alternative judgment as described in Section 9.2 is modified or reversed in any material respect by the appellate court or the Supreme Court of Illinois.

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

8.1 Defendant will not oppose requests to pay from the Settlement Fund: (1) reasonable attorneys' fees of up to \$69,578.00, which is 30.75% of the Maximum Settlement Amount to Class Counsel; Class Counsel's attorneys' fees shall be a percentage of the Maximum Settlement Amount, and shall not be a function of the Settlement Fund or the number of claims submitted, nor shall Class Counsel's attorneys' fees be impacted or reduced as a result of the number of claims submitted; (2) reasonable litigation costs and expenses incurred by Plaintiff and Class Counsel of up to and not exceeding the amount of \$15,180.82; (3) Settlement Administration Expenses and costs of up to and not exceeding the amount of \$15,000; and (4) an incentive award of \$7,500 to the Class Representative. These amounts, or those ordered by the Court if different, shall be deducted from the Settlement Fund and not paid on top of the Settlement Fund.

## **9. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.**

9.1 The "Effective Date" means three (3) business days following the day on which this Settlement shall become effective when all of the following have occurred:

- a. The Court enters the Final Approval Order which meets the requirements of 735 ILCS 5/2-801 through 2-807, and including the following:
  - i. approves the Settlement as fair, reasonable, and adequate to the Class;



- ii. finds that this Settlement is made in good faith; and
- iii. dismisses with prejudice Plaintiff's claims and the claims of the Class.

-and-

- b. One of the following occurs:
  - i. if the Final Approval Order is not appealed, the expiration of five (5) business days after the date that the Final Approval Order becomes a final and non-appealable order; or
  - ii. if the Final Approval Order is appealed, and the appeal results in a disposition that affirms the Final Approval Order, the expiration of five (5) business days after the date that the disposition becomes a final and non-appealable order.

9.2 If the Court declines to approve this Agreement for non-material reasons, the Parties shall exercise good faith and best efforts to cure any issues raised by the Court. 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 for material reasons, 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 9.4 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement. If any party is in material breach of the terms hereof, a non-breaching party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties.

9.3 Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the Incentive Award to the Class Representative, regardless of the amounts awarded, shall not prevent this Settlement from becoming effective, nor shall it be grounds for termination of this Agreement.

9.4 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

9.5 The resolution of this dispute and the terms of this Agreement are based on unique facts and circumstances relating to the underlying issues and the procedural posture of the case at the time of settlement. Therefore, nothing in this Agreement is intended to reflect a general litigation approach or an admission by any Party as to the validity of any claims and defenses or with respect to the rights of Defendant to assert defenses in any later, unrelated action.



## 10. MISCELLANEOUS PROVISIONS.

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

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

10.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims.

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

10.5 Whether the Effective Date occurs or 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 Settlement 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 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 Defendant as, an admission, concession, or evidence of any fault;

c. is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action;



d. 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, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment 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, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim as described in the Released Claims;

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

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

10.8 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

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

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

10.11 Plaintiff represents and warrants that he has not assigned any claim, right, or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

10.12 Each counsel or other person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate

action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

10.14 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement.

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

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

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

10.18 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel.

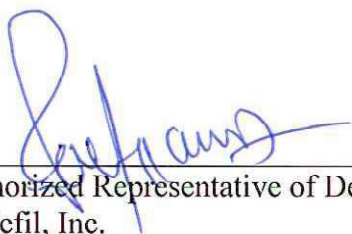
**[SIGNATURE PAGE FOLLOWS]**



Dated: 02 / 28, 2025

Austin McDonald  
Plaintiff Austin McDonald

Dated: 02/28/, 2025

  
Authorized Representative of Defendant,  
Medcyl, Inc.  
Name: Pradeep Aggarwal  
Title: President & CEO