

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

Xiomara Navarrete, on behalf of herself)	
and other similarly situated employees,)	
known and unknown,)	
)	
Plaintiff,)	Case No. 2019 CH 14368
)	
v.)	Judge Michael T. Mullen
)	
Josam Acquisitions, d/b/a Good To Go Food,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Named Plaintiff Xiomara Navarrete (“Named Plaintiff”) and the class of individuals she represents (as defined herein) and Defendant Josam Acquisitions, LLC d/b/a Good To Go Food (“Defendant” or “Good To Go Food”), (collectively, the “Parties”).

I. INTRODUCTION

Subject to approval by the Court, this Settlement Agreement sets forth the full and final terms by which Named Plaintiff and similarly situated individuals have settled and resolved the violation of the claims that were raised in the action captioned *Navarrete v. Josam Acquisitions*, Case No.: 2019 CH 14368, in the Circuit Court of Cook County, County Department, Chancery Division, against Defendant (the “Action”).

II. NATURE AND RESOLUTION OF THE CASE

A. On December 13, 2019, Named Plaintiff Xiomara Navarrete, on behalf of herself and a class of similarly situated individuals, filed a Class Action Complaint in the Circuit Court of Cook County, Illinois County Department (“Complaint”), alleging violations of the Illinois

Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.* and an individual claim arising under the Chicago Earned Sick Leave Ordinance, No. 1-24-010, *et seq.* (“CESLO”).

B. On January 19, 2021, Defendant filed a motion to strike class allegations. A decision on this motion was not issued during the stay and briefing on this motion was completed in September 2023.

C. On March 31, 2021, this Court entered an Order staying all proceedings in this matter pending a decision from the Illinois Supreme Court in *McDonald v. Symphony Bronzeville Park, LLC*, No. 126511 (Ill.). On July 1, 2021, October 6, 2021, and April 18, 2022, this Court extended the stay in this case on the same basis.

D. On September 29, 2022, this Court entered an Order continuing the stay in this case pending decisions from the Illinois Supreme Court in *Tims v. Black Horse Carriers, Inc.*, No. 127801 (Ill.) and *Cothron v. White Castle System, Inc.*, No. 128004 (Ill.). On November 22, 2022, January 6, 2023, February 15, 2023, March 16, 2023, May 2, 2023 and June 27, 2023, this Court extended the stay of this matter on the same basis, other than limited discovery over Named Plaintiff’s personnel and payroll records.

E. On August 30, 2023, this Court entered an order lifting the stay, directing the Parties to complete briefing on Defendant’s Motion to Strike Class Allegations and set a hearing on the motion for September 15, 2023.

F. On September 15, 2023, this Court directed the Parties to conduct expedited discovery limited solely to the issue of numerosity.

G. During the period the Parties engaged in discovery related to numerosity, the Parties exchanged information related to the class claims and simultaneously engaged in settlement discussions.

H. In these settlement negotiations, the Parties' counsel bargained vigorously on behalf of their respective clients and on March 6, 2024, the Parties advised the Court that they had reached a tentative agreement for a class settlement of this matter.

I. On March 14, 2024, this Court entered an order staying this matter to allow time for the Parties to finalize terms of a class action settlement and set a status hearing on settlement for April 11, 2024.

J. On April 11, 2024, this Court entered an order continuing the status hearing on settlement until May 2, 2024, to afford the Parties additional time to complete the settlement documents.

K. The Parties' negotiations resulted in the Settlement Agreement as defined herein.

L. All negotiations were conducted at arm's length and in good faith and Named Plaintiff and Defendant, and their respective counsel, believe it is in their best interests and the best interests of the Settlement Class to resolve this matter at this time.

M. The Parties and their counsel recognize that, in the absence of an approved settlement, they would face a long litigation course, including additional discovery, expert discovery, continued briefing on Named Plaintiff's motion for class certification, motions for summary judgment, trial, and potential appellate proceedings that would consume time and resources and present each party with ongoing litigation risks and uncertainties. The Parties wish to avoid these risks and uncertainties, as well as the consumption of time and resources, and have decided that an amicable settlement pursuant to the terms and conditions of this Settlement Agreement is more beneficial to them than continued litigation.

N. Defendant specifically and generally denies all of the claims asserted in the Action, denies any and all liability or wrongdoing of any kind whatsoever associated with any of the facts

or claims alleged in the Action, and makes no concession or admission of wrongdoing or liability of any kind whatsoever. This Settlement Agreement does not, and is not intended to constitute, nor shall it be deemed to constitute, an admission by any party as to the merits, validity, or accuracy of any of the allegations, claims, or defenses of any party in this case. By entering into this Settlement Agreement, Defendant does not admit or concede, expressly or impliedly, but instead denies that it has in any way violated BIPA or CESLO.

O. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications between the Parties, nor any materials prepared, exchanged, issued or used during the course of negotiations leading to this Settlement Agreement, is intended by the Parties to, nor shall any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other proceeding of whatsoever kind or nature, including as evidence of any violation of BIPA. Notwithstanding the foregoing, this Settlement Agreement may be used in the Court or in mediation to enforce or implement any provision of this Settlement Agreement or implement any orders or judgments of the Court entered in connection herewith or as set forth in this Agreement.

III. GENERAL TERMS OF THE SETTLEMENT AGREEMENT

A. Definitions. The defined terms set forth herein shall have the meanings ascribed to them below.

1. “Action” means *Navarrete v. Josam Acquisitions*, Case No.: 2019 CH 14368 (Cook Cty.).

2. “Award(s)” means the Monetary Awards as described in Sections III.A.18 below.

3. “Claimants” means the Settlement Class Members who have submitted a Valid Claim Form to the Claims Administrator. Named Plaintiff shall be deemed to be a Claimant without being required to submit a Claim Form.

4. “Claim Form” means the form, attached as Exhibit B, that Claimants must submit to the Claims Administrator within the time period directed by the Court in order to receive a Monetary Award in the claims process described in Section VII.C. below.

5. “Claims Administrator” means the third-party claims administration firm to be selected by Class Counsel to fulfill the duties set forth herein, including to serve Notice and administer aspects of the claims process and Settlement Fund pursuant to Section VII below and related orders of the Court.

6. “Claims Administrative Costs” means all costs incurred by the Claims Administrator in connection with the administration of the Settlement Agreement and the Settlement Fund including, but not limited to, those related to sending Notice, claims processing, legal advice relating to the establishment of the Qualified Settlement Fund, tax treatment and tax reporting of awards to claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), the Claims Administrator’s fees and expenses, and costs of the claims resolution process. The Defendant has agreed to pay the first Five Thousand (\$5,000) of claims administration costs and any additional claims administration costs shall be paid from the Settlement Amount, and the Defendant will not have any responsibility for contributing additional funds to the Qualified Settlement Fund.

7. “Settlement Class” means the class that Named Plaintiff seeks to have certified, solely for the purposes of this Settlement Agreement, which is defined as:

All persons who have been employed by Defendant at Good To Go Food located in Chicago, Illinois for whom Defendant has obtained biometric information for

use with Defendant's timekeeping system from December 13, 2014, to the date of Preliminary Approval.

The Settlement Class is further divided into two Subclasses defined as:

Subclass of Settlement Class Members without a Purported Release

Class Members who Defendant does not assert have signed any release of their BIPA rights against Defendant; and

Subclass of Settlement Class Members with a Purported Release

Class Members who Defendant asserts have signed any release of their BIPA rights against Defendant.

8. "Class Claims Certified" means any and all claims of BIPA violations against the Defendant arising out of the Named Plaintiff and the Settlement Class Members' employment with Good To Go Food.

9. "Class Counsel" means Christopher Williams and Jacqueline Villanueva of the Working Families Legal Clinic of the Chicago Workers Collaborative, and Kevin Herrera and Mark Birhanu of the Legal Department of the Raise the Floor Alliance.

10. "Class Period" means the period running from December 13, 2014, through the date of Preliminary Approval.

11. "Class Settlement Fund" means the total settlement amount less any claims administration costs, attorneys' fees and costs and service award as approved by the Court.

12. "Court" means the Circuit Court of Cook County, Illinois County Department, Chancery Division.

13. "Defendant's Counsel" means Melissa Seibert, Lauren Gibbons and any other attorneys of Cozen O'Connor who have filed an appearance on behalf of Defendant.

14. "Effective Date" means the date on which all of the following have occurred: (1) the Court has finally approved and entered this Settlement Agreement; (2) the Court has entered an Order and Judgment dismissing the Action without prejudice, with continuing

jurisdiction limited to enforcing this Settlement Agreement; and (3) the time for appeal has either run without an appeal being filed or any appeal (including any requests for rehearing *en banc*, petitions for *certiorari* or appellate review) has been finally resolved.

15. “Fairness Hearing” means the hearing at which the Court will consider final approval of this Settlement Agreement and related matters.

16. “Final Approval Date” means the date on which the Court grants final approval of this Settlement Agreement.

17. “Judgment” means the judgment to be rendered by the Court pursuant to this Settlement Agreement.

18. “Monetary Awards” means the individual monetary awards given to Claimants as described in Section VII below.

19. “Net Settlement Amount” means the remainder of the Settlement Amount after deductions for claims administration costs, court-approved attorneys’ fees and costs as described in Section VIII.A. and court-approved Service Awards as described in Section VIII.B.

20. “Notice” means the “Notice of Class Action, Proposed Settlement Agreement, and Fairness Hearing,” in the form attached hereto as Exhibits C (Abridged Notice) and D (Unabridged Notice).

21. “Notice Packet” means the Claim Form, attached as Exhibit B, and the Abridged Notice of the Class Action and Fairness Hearing, which the Claims Administrator will mail directly to Class Members and potential Class Members in the form attached hereto as Exhibit C, with the unabridged Notice attached as Exhibit D available upon request.

22. “Opt-Out Request” means a written request to the Claims Administrator signed by a Class Member requesting exclusion from this Settlement Agreement, which must: (i)

be signed by the Class Member; (ii) contain the name, address, telephone number of the Class Member requesting exclusion; (iii) clearly state that the Class Member is aware that by opting out he or she will forego the opportunity to receive monetary benefits from this Settlement Agreement and that he or she does not wish to be included in the Settlement Agreement; (iv) be returned by mail to the Claims Administrator at the specified address; and (v) be received by a certain date, to be specified on the Notice.

23. “Opt-Outs” means any Class Member who timely submits an Opt-Out Request.

24. “Order Granting Preliminary Approval” means the Order entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this Settlement Agreement, the manner and timing of providing notice to the Class, and the time period for objections, substantially in the form attached hereto as Exhibit E.

25. “Settlement Agreement” means the terms and conditions set forth in this Class Action Settlement Agreement of this matter.

26. “Preliminary Approval Date” means the date that the Court enters the Order Granting Preliminary Approval of this Settlement.

27. “Released Claims” means any and all claims of BIPA violations arising out of Named Plaintiff and the Settlement Class Members’ employment at Defendant’s Good To Go Food located at 310 S Racine Ave #7S, Chicago, Illinois, during the Class Period.

28. “Remainder Fund” means any portion of the total settlement amount funds remaining after the time for Claimants to negotiate settlement checks has passed. Any Remainder Fund shall be distributed as *cy pres* to the Chicago Bar Foundation or other non-profit organization designated by the Court.

29. “Service Award” means an amount approved by the Court to be paid to Named Plaintiff as set forth in Section VIII.B., in addition to the Monetary Award of each as a Claimant, in recognition of her effort in coming forward as the Named Plaintiff and otherwise benefitting the Class.

30. “Settlement Amount” means up to Five Thousand Dollars (\$5,000) which Defendant shall pay directly to the Claims Administrator toward the total cost of claims administration; and the amount of Fifty Thousand One Hundred and 00/100 Dollars (\$50,100.00) to be paid by Defendant into a Qualified Settlement Fund (“QSF”) established by the Claims Administrator which shall be used to pay the balance of any claims administration costs, a Service Award for the Named Plaintiff, Class Counsel’s attorneys’ fees and costs, all as approved by the Court, and the claims of Settlement Class Members. The Settlement Amount described herein shall be the only payment obligation of Defendant or its insurers under this Agreement or otherwise in connection with the complete resolution of this Action against Good To Go Food.

31. “Settlement Class Member” means an individual who is a member of the Settlement Class and one of the Subclasses. The list of Settlement Class Members and Subclass members is attached as Exhibit A. In the event there is a dispute about whether someone is a member of the Settlement Class or a Subclass, Exhibit A shall control.

IV. COOPERATION

The Parties agree that they will cooperate to effectuate and implement all terms and conditions of this Settlement Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Settlement Agreement. The Parties agree to accept non-material and procedural changes to this Settlement Agreement in connection with Final Approval of the Settlement Agreement, if so required by the Court, but are not obligated to accept any changes in

the monetary amount of relief, or any other material substantive change.

V. COURT APPROVAL, CLASS NOTICE, AND FAIRNESS HEARING

A. Jurisdiction. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Settlement Agreement.

B. Preliminary Approval.

1. Within fourteen (14) days of the execution of this Settlement Agreement, Named Plaintiff shall file a motion with the Court, unopposed by the Defendant, for an order preliminarily approving this Settlement Agreement; approving the Notice to be sent to Class Members describing the terms of the Settlement Agreement and informing them of their rights to submit objections or opt out; and preliminarily enjoining, pending the outcome of the Fairness Hearing, (i) all Class Members from commencing, prosecuting, or maintaining any claim already asserted in, or encompassed by, this Action, and (ii) all Class Members (including those who request exclusion) from commencing, prosecuting, pursuing or maintaining in any court or forum other than the Court, any claim, action, or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision, or ruling of the Court in connection with this Settlement Agreement or otherwise in connection with this Action.

C. Notice to Class Members; Responses to the Notice.

1. The Court will appoint a Claims Administrator (designated by Class Counsel and mutually agreed upon by the Parties) to perform the following tasks, among others:

- a) Receive and forward to Class Counsel and the Defendant's Counsel any Objections or Opt-Out Requests from Class Members;
- b) Distribute, receive and process Claim Forms submitted by Class

Members;

- c) Provide Class Counsel and the Defendant's Counsel with a list of any Claims submitted by Class Members and provide copies upon request; and
- d) Properly process Settlement Awards, including for tax purposes as directed in Section VII below.

2. No later than thirty (30) calendar days following the Preliminary Approval Date, or as directed by the Court, Defendant shall provide the Claims Administrator and Class Counsel with a list of Settlement Class Members along with the latest address information and email address in Defendant's control for each Settlement Class Member ("Settlement Class List").

3. Within ten (10) business days after receiving the Settlement Class List from Defendant, the Claims Administrator shall mail the Notice Packet, made up of the Claim Form and Abridged Noticed attached hereto as Exhibits B and C, respectively, to each Class Member contained on the Settlement Class List for whom there is a mailing address and shall email a copy of the Notice Packet to any individual for whom there is an email address.

4. In order to provide the best notice practicable, before mailing the Notice and Claim Forms, the Claims Administrator will run the Defendant's Settlement Class List, as updated by the Claims Administrator, through the United States Postal Service's National Change of Address database ("NCOA").

5. If envelopes from the mailing of the Notice and Claim Forms are returned with forwarding addresses, the Claims Administrator will re-mail the Notice and Claim Forms to the new addresses within five (5) business days.

6. In the event that a Notice and Claim Form are returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall perform a

standard skip trace in an effort to ascertain the current address of the particular Class Member or potential Class Member in question, and, if such an address is ascertained, the Claims Administrator will re-send the Notice and Claim Form within five (5) business days of receiving the newly ascertained address; if no updated address is obtained for that Class Member or potential Class Member, the duty of the Parties and the Claims Administrator to deliver the Notice and Claim Form shall be deemed satisfied.

7. No later than the date of the first mailing of Notice Packets to the Class List, the Claims Administrator shall cause to be established a *Good To Go Food* Class Action Settlement website at the URL www.Good2Go-Settlement.com, or similar name as available, which shall contain a copy of the Settlement Agreement, the Preliminary Approval Order, the information in the Notice, Exhibits B, C and D, as well as a downloadable claim form, Exhibit B, which shall remain active for not less than the sixty (60) day claim period.

D. Objections.

1. Settlement Class Member objections to this Settlement Agreement must be in writing, signed, and submitted to the Claims Administrator must include a detailed description of the basis of the objection; and must indicate whether the Settlement Class Member intends to appear at the Fairness Hearing. To be timely and considered by the Court, objections must be received at least three (3) days before the Final Approval Hearing.

2. The Claims Administrator shall provide counsel for both parties with all objections it receives from Settlement Class Members.

3. Class Counsel will file with the Court all timely submitted and served objections with the Motion for Final Approval.

E. Exclusions/Opt-Outs.

1. Any Class Member who wishes to opt out of the Settlement Class for purposes of this Settlement Agreement must mail to the Claims Administrator a written, signed statement that he or she is opting out. Opt-Out Requests must be postmarked within sixty (60) days after Notice is mailed to Settlement Class Members. Upon receipt of an Opt-Out Request, the Claims Administrator shall promptly notify and send a copy of the Opt-Out Request to counsel for the Defendant and to Class Counsel and shall provide Class Counsel with such Settlement Class Member's last known telephone number as reflected in the Opt-Out Request. If a fully completed and properly executed Request for Exclusion is not timely received by the Settlement Administrator from a Settlement Class Member, then that Settlement Class Member will be deemed to have forever waived his or her right to opt out of the Settlement Class. The Claims Administrator shall determine whether a Settlement Class Member has timely and properly opted out of this Settlement Agreement. Those decisions will be final, subject only to affirmation by the Court, if challenged. Class Counsel shall file with the Court all timely Opt-Out Requests.

2. Settlement Class Members who file Opt-Out Requests may rescind their Opt-Out Request. To be effective, such rescissions must be in writing and must be received by the Claims Administrator at least one (1) day before the Fairness Hearing.

F. Fairness Hearing.

1. Upon Preliminary Approval, a briefing schedule and Fairness Hearing date will be set at the Court's convenience. The Named Plaintiff's Motion for Final Approval will be due no earlier than thirty (30) days following the close of the objection and opt-out period, and the Fairness Hearing will be held no earlier than forty-five (45) days following the close of the objection and opt-out period, unless agreed to by the Parties or set by the Court. Neither this Settlement Agreement nor the Court's Preliminary or Final Approval hereof shall be admissible in

any court regarding the propriety of class certification or regarding any other issue or subject (except for the purpose of enforcing this Settlement Agreement and as otherwise set forth herein).

2. The time periods referenced in this Section V are guidelines; actual dates will be determined by the Court.

3. In the event that this Settlement Agreement does not become final and binding, no party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including, but not limited to, claims or objections to class certification, and claims and defenses on the merits. Each party reserves the right to prosecute or defend this Action in the event that the Settlement Agreement does not become final and binding.

4. If this Settlement Agreement is not approved by the Court or for any other reason is terminated or fails to become effective in accordance with its terms (or if, following approval by this Court, such approval is reversed or substantively modified), the Parties shall be restored to their respective positions that existed in this Action prior to entering into this Settlement Agreement; the terms and provisions of this Settlement Agreement shall have no force or effect and shall not be used in this Action or in any proceeding for any purpose; the Settlement Fund shall be returned to the Defendant, including any interest earned through the date of termination (after deducting all costs and expenses, including costs of providing Notice to Settlement Class Members, and all costs paid or incurred by the Claims Administrator, as of the date of termination); any judgment entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*; and the litigation of the Action will resume as if there had been no Settlement Agreement. The Parties retain all rights, claims, and defenses to any of the allegations asserted in this Action and the Defendant retains its right to appeal class certification. This Settlement Agreement will not be considered an admission of liability or damages by the

Defendant.

VI. RELEASE/BAR OF CLAIMS

A. As of the Effective Date, all Settlement Class Members will irrevocably and forever release all Released Claims as defined in Section III.A.28. above. The claims being released are the same as the Class Claims Certified.

B. Named Plaintiff General Release. As a condition of receiving a Service Award in conjunction with this Settlement Agreement as set forth in Section VIII.B., *infra.*, in this “General Release,” the Named Plaintiff knowingly and voluntarily releases and forever discharges the Defendant’s Releasees as defined herein, of and from any and all claims, known and unknown, asserted or unasserted, which Named Plaintiff has or may have against Defendant’s Releasees as of the date of execution of this Agreement. In exchange for providing this General Release, Defendant shall pay Named Plaintiff the Service Award.

C. The Defendant releases and forever discharges all claims, counterclaims, crossclaims, demands, rights, liabilities, and causes of actions against Named Plaintiff arising out of Named Plaintiff’s employment with Defendant through the Preliminary Approval Date, known or unknown.

VII. MONETARY RELIEF

A. Settlement Fund.

1. No later than thirty (30) calendar days after Preliminary Approval Date, Defendant shall pay by wire transfer or otherwise transmit to the Qualified Settlement Fund established by the Claims Administrator the Settlement Amount of Fifty-Five Thousand One Hundred and 00/100 Dollars (\$55,100.00). This payment is made in order to cover the cost of claims administration and to satisfy the claims of Named Plaintiff and Class Members released in

this Settlement Agreement, as well as for other purposes identified in this Settlement Agreement. The Settlement Amount shall constitute the total monetary outlay by the Defendant and its insurers with respect to: (a) the resolution of this matter; (b) this Settlement Agreement (and attachments); and (c) the dismissal of this Action against Defendant. The amount which the Defendant and its insurers are responsible for paying shall be that Defendant's only payment obligation(s) under this Settlement Agreement.

2. The Claims Administrator shall hold the Settlement Amount in trust until the Effective Date.

3. Once this Settlement Agreement is approved by the Court, the Named Plaintiff will formulate an appropriate plan for distribution of the Class Settlement Fund to the Settlement Class Members, which will be subject to approval by the Court. However, it is understood and agreed by the Parties that the Class Settlement Fund will be distributed through a claims-made process based on the formulas described below:

a. Each Member of the Subclass of Settlement Class Members without a Purported Release who files a valid, timely Claim Form shall receive a *pro rata* share of the Class Settlement Fund based on the following formula:

$$\text{Class Settlement Fund} * 0.030$$

b. Each of the Subclass of Class Members with a Purported Release who files a valid, timely Claim Form) shall receive a *pro rata* share of the Class Settlement Fund based on the following formula:

$$\text{Class Settlement Fund} * 0.004$$

B. Administration of Settlement Fund.

The Settlement Fund will be placed in an account titled in the name of the Good To

Go Food Settlement Fund, a Qualified Settlement Fund, intended by the Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* At the time the Claims Administrator is directed by Order of the Court to distribute the Good To Go Food Settlement Fund, the Claims Administrator shall: (1) satisfy all tax reporting, return, and filing requirements with respect to the Settlement Awards and the Settlement Account and interest or other income earned by the Settlement Account as detailed in Section VII.E. below; and (2) satisfy out of the Settlement Account all taxes (including estimated taxes, interest, or penalties) with respect to the interest or other income earned by the Settlement Account, fees, expenses, and costs incurred in connection with the opening and administration of the Agreement as Administrative Costs. The Parties and the Claims Administrator shall elect to treat the Settlement Account as coming into existence as a Qualified Settlement Fund on the earliest date set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another as necessary to effectuate the terms of this Agreement.

C. Claims Procedure.

1. Claims Filing Procedures for Obtaining Monetary Relief. All Settlement Class Members, including the Named Plaintiff, may be eligible to receive a Monetary Award from the Settlement Fund. All Class Members, excluding the Named Plaintiff, who seek to claim a Monetary Award from the Settlement Fund must do so in writing by signing and submitting to the Claims Administrator a Claim Form, as described more fully below, which must be postmarked by the date set by the Court. Named Plaintiff is deemed to have filed a Valid Claim Form.

2. Class Members shall complete the Claim Form in its entirety to the extent

applicable and in accordance with the procedures and requirements set forth on the Claim Form. Class Members who file a Claim Form must notify the Claims Administrator of any change of address. A failure to notify the Claims Administrator of a change of address may result in the forfeiture of an Award. The Claim Form shall be mailed to Class Members by the Claims Administrator following Preliminary Approval of the Settlement.

D. Non-Admissibility of Fact of Award or Non-Award. Neither the fact nor the amount of an Award, nor the fact of any non-award, from the Settlement Fund shall be admissible in any other proceeding for any purpose other than to enforce the Class Member Release or Named Plaintiff Release, nor shall it be deemed to be a finding as to the merits of any claim.

E. Required Tax Forms. The Parties have agreed that the awards to eligible Claimants shall be treated as statutory damages and Claimants shall receive an IRS Form 1099 where required by law to be handled and reported as follows:

1. The Claims Administrator shall serve as trustee of the portion of the Settlement Fund devoted to paying claims (“Claims Fund”) and shall act as a fiduciary with respect to the handling, management, and distribution of the claims, including the handling of tax-related issues and payments.

2. The Settlement Awards shall be treated as statutory damages and the Claims Administrator shall provide Claimants with an IRS Form 1099 for the Settlement Payment where required by law. In the event the Claims Administrator is required to provide Claimants with an IRS Form 1099, within 14 days of a request from the Claims Administrator, Defendant shall provide the Claims Administrator with the individual tax identification number for each such individual in a manner in which the confidentiality of the information is protected. The Claims Administrator shall use this information for purposes of issuing any tax forms. In the event a an

individual tax identification number is not available for a Claimant, the Claims Administrator shall send an IRS Form W-9 to such Claimant. If no individual tax identification number is received from the Claimant within 28 days, the Claims Administrator shall issue the Settlement Award after deducting backup withholdings as required by the Internal Revenue Code at the 2024 backup withholding rate.

3. The Claims Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs and expenses subject to reporting and any backup withholdings), and any and all taxes, penalties, and other obligations with respect to the payments or distributions from the Settlement Fund not otherwise addressed herein.

4. All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed on the Defendant with respect to income earned for any period during which the Settlement Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, expenses of tax attorneys and/or accountants, mailing and distribution costs, and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the Settlement Fund. The Parties hereto agree to cooperate with the Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

5. Other than the reporting requirements set forth in Section VII.E.1.-3.,

Claimants shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement Agreement. The Defendant makes no representations, and it is understood and agreed that the Defendant has made no representations as to the taxability of any portions of the settlement payments to any Claimants, the payment of any cost or an award of attorneys' fees, or any payments to the Named Plaintiff. The Notice will advise Class Members to seek their own tax advice prior to acting in response to the Notice, and Named Plaintiff and Class Counsel agree that Class Members will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

F. Defendant Has No Further Obligation, Liability or Responsibility. The Defendant shall have no withholding, reporting, or any other tax reporting or payment responsibilities with regard to the Settlement Fund or its distribution to Class Members. Moreover, the Defendant shall have no liability, obligation, or responsibility for the administration of the Settlement Fund, the determination of any formulas for disbursement, or the disbursement of any monies from the Settlement Fund except for (1) the obligation to pay the Fifty-Five Thousand One Hundred and 00/100 Dollars (\$55,100.00) into the Settlement Fund as described in Section VII.A.1.; and (2) the agreement to cooperate in providing information necessary for Settlement administration set forth herein.

VIII. ATTORNEYS' FEES AND EXPENSES OF CLASS COUNSEL AND SERVICE AWARD TO THE NAMED PLAINTIFF

A. All of Class Counsel's fees and costs, including those in connection with securing Court approval of this Settlement Agreement, the claims process, and any monitoring of this Settlement Agreement (the "Fee Award"), shall be paid from the Qualified Settlement Fund, following approval of those attorneys' fees and costs by the Court. Subject to approval by the

Court, Class Counsel will seek attorneys' fees and costs in an amount not to exceed one-third (33.33%) of the Settlement Amount. The Defendant shall not object to Class Counsel's requests for fees and costs up to the amounts stated herein.

B. Notwithstanding any contrary provision of this Settlement 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 Settlement Agreement or be deemed material thereto.

C. Named Plaintiff has exerted time and effort in assisting Class Counsel and serving as fiduciaries for the Settlement Class. As is standard in class litigation, Class Counsel intends to petition the Court for a Service Award to Named Plaintiff for her effort and service to the Settlement Class. In addition, the Named Plaintiff will execute a general release of claims in the form attached hereto as Exhibit F, something no other class member is being asked to do. The Defendant shall not object to the Named Plaintiff's Motion for Service Award of Five Thousand Dollars (\$5,000) to Named Plaintiff.

IX. TERMINATION OF SETTLEMENT

A. In the event that this Settlement Agreement is not approved in its entirety by the Court, excluding modifications that the Defendant determines in their reasonable and good faith judgment not to be material modifications, or in the event that the terms set forth in this Settlement Agreement are terminated, cancelled, declared void, or fail to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, no payments shall be made by the Defendant to anyone in accordance with the terms of this

Settlement Agreement other than Claims Administration Costs to that point, and the Parties will each bear their own costs and fees with regard to the efforts to obtain Court approval. In such event, this Settlement Agreement (except for this provision and those provisions relating to non-admissibility and non-admission of liability shall be deemed null and void and its terms and provisions shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose. In such event, the Defendant does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted by Named Plaintiff in the Action upon all procedural and substantive grounds, including without limitation the ability to challenge class action treatment on any grounds and to assert any and all other potential defenses or privileges. Named Plaintiff and Class Counsel agree that the Defendant retains and reserves these rights, and they agree not to take a position to the contrary. Named Plaintiff and Class Counsel do not waive, but rather expressly reserve, all rights to assert any claims and allegations and to challenge any and all defenses thereto, upon all procedural and substantive grounds, and to seek class action treatment of any and all of their claims. The Defendant agrees that Named Plaintiff and Class Counsel retain and reserve these rights, and it agrees not to take a position to the contrary. Notwithstanding any other provision of this Settlement Agreement, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid to Class Counsel, or reducing the amount of the Service Award to be paid to Named Plaintiff, shall constitute grounds for cancellation or termination of this Settlement Agreement or grounds for limiting any other provision of the Judgment.

X. MISCELLANEOUS PROVISIONS

A. Governing Law. The Parties agree that federal law shall govern the validity,

construction, and enforcement of this Settlement Agreement. To the extent that it is determined that the validity, construction, or enforcement of this Settlement Agreement, or the Released Claims thereunder, is governed by state law, the substantive law of Illinois shall apply.

B. Entire Agreement. This Settlement Agreement, including the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to this Settlement Agreement. This Settlement Agreement does not impose any obligations on the Parties beyond the terms and conditions stated herein. Accordingly, this Settlement Agreement shall not prevent or preclude the Defendant from revising its employment practices and policies or taking other personnel actions during the term of this Settlement Agreement so long as such actions would not violate the terms of this Settlement Agreement.

C. Modifications. Except as specifically provided for herein, this Settlement Agreement may not be amended or modified except with the express written consent of the Parties.

D. Exhibits. The Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

E. Notices to Counsel. All notices to counsel required or desired to be given under this Settlement Agreement shall be in writing and by overnight mail and e-mail to counsel for the respective Parties (specifically, to Melissa Seibert of Cozen O'Connor, and Christopher Williams and Sheila Maddali of the National Legal Advocacy Network) at their respective addresses set forth below (or at such other address as any such party or counsel may designate in a subsequent notice).

F. Failure to Insist on Strict Compliance. The failure of any party to insist in any one or more instances on strict compliance with the terms and conditions hereof shall not be construed to be a waiver of remedies available with respect to any prior or subsequent breach.

G. Settlement Agreement Binding. This Settlement Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, dependents, executors, administrators, trustees, legal representatives, personal representatives, agents, successors, and assigns provided, however, that this Settlement Agreement shall not inure to the benefit of any third party.

H. Dispute Resolution Mechanisms. The Parties will work diligently and in good faith to resolve all disputes that may arise between them concerning the rights, obligations, and duties of the Parties to this Agreement. In the event that the Parties cannot agree, the Parties will attempt to resolve the dispute with the facilitation of a mediator. In the event that mediation is unsuccessful, then either party may institute an enforcement action. Class Members will have no individual right to enforce the terms of this Settlement Agreement. Rather, only the Defendant and the Named Plaintiff, through Class Counsel, may seek to enforce the terms of this Settlement Agreement. In any action brought to enforce this Settlement Agreement, the Court may, in its discretion, award reasonable attorneys' fees and expenses to the prevailing party.

I. No Drafting Presumption. All Parties hereto have participated, through their respective counsel, in the drafting of this Settlement Agreement and, therefore, this Settlement Agreement shall not be construed more strictly against one party than another.

J. Dispute as to Meaning of Agreement Terms. In the event of any dispute or disagreement with respect to the meaning, effect, or interpretation of this Settlement Agreement or any Exhibit hereto, or in the event of a claimed breach of the Agreement, the Parties agree that such dispute will be resolved and adjudicated only in accordance with the dispute resolution provisions of Section X.H of this Settlement Agreement.

K. Interpretation of Terms. Whenever possible, each provision and term of this

Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable.

L. Paragraph and Section Headings. Paragraph and section headings are for convenience of reference only and are not intended to create substantive rights or obligations.

M. Counterparts. This Settlement Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Settlement Agreement.

N. Agreement Binding. As of the date on which counsel for the Parties execute this Settlement Agreement, this Settlement Agreement shall be binding in all respects, subject to the terms and conditions set forth herein.

O. Parties' Authority. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and to bind the Parties to the terms and conditions hereof. All of the Parties acknowledge that through this Settlement Agreement and its attachments, they and the Class Members are being advised that they may consult an attorney regarding their participation in this Settlement Agreement, and the Parties acknowledge that they in fact have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Settlement Agreement, and this Settlement Agreement is made with the consent and advice of counsel who have jointly prepared this Settlement Agreement.

Named Plaintiff Xiomara Navarrete

By: Xiomara Navarrete
Xiomara Navarrete

Dated: 11/15/24

Counsel for Plaintiff and Class

By: Christopher J. Williams
Christopher J. Williams
On behalf of Plaintiff and the Class

Dated: 11/15/24

Defendant Josam Acquisitions d/b/a Good To Go Food

By: _____

Its: _____

Dated: _____

Named Plaintiff Xiomara Navarrete

By: _____
Xiomara Navarrete

Dated: _____

Counsel for Plaintiff and Class

By: _____
Christopher J. Williams
On behalf of Plaintiff and the Class

Dated: _____

Defendant Josam Acquisitions d/b/a Good To Go Food

By:  _____

Its: Manager _____

Dated: 11/5/2024