

IN THE CIRCUIT COURT OF KNOX COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION

|                                             |   |                    |
|---------------------------------------------|---|--------------------|
| YEVONNE BATEY , individually and            | : | CASE NO.: 2023LA21 |
| on behalf of all others similarly situated, | : |                    |
|                                             | : |                    |
| Plaintiff,                                  | : | CLASS ACTION       |
|                                             | : |                    |
| v.                                          | : |                    |
|                                             | : |                    |
| NORThLAND RESTAURANT GROUP,                 | : |                    |
| LLC d/b/a HARDEE'S ,                        | : |                    |
|                                             | : |                    |
| Defendant.                                  | : |                    |

**CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release is entered into between and among the following parties, by and through their respective counsel: Plaintiff Yevonne Batey (“Plaintiff” or “Class Representative”), on behalf of herself and the Settlement Class, and Northland Restaurant Group, LLC d/b/a Hardee’s (“Defendant”). Plaintiff and Defendant will sometimes be referred to together as the “Parties,” or, individually, as a “Party.”

WHEREAS, Yevonne Batey, individually and on behalf of all similarly situated individuals (individually “Plaintiff” and collectively “Plaintiffs”), filed a Class Action lawsuit against Northland Restaurant Group, LLC d/b/a Hardee’s (“Hardee’s” or “Defendant”) in the Circuit Court of Knox County, Illinois, County Department, Law Division, under Case No. 2023LA21 (“Complaint” or “Action”);

WHEREAS, the Complaint alleges violations of the Illinois Biometric Privacy Act (“BIPA”) arising from Hardee’s method of tracking employee hours through use of employee hand scans at its Illinois locations;

WHEREAS, Hardee’s asserts it has valid defenses to all BIPA claims and Plaintiffs assert that Hardee’s has significant financial exposure for the pending claims and other potential future claims;

WHEREAS, absent class settlement, it is uncertain whether the other current and former employees who are members of the proposed class will receive notice of potential claims and thus it will be a public benefit to form a class;

WHEREAS, as Hardee’s has already taken steps to ensure compliance with BIPA going forward and will continue to employ policies and procedures to ensure compliance with BIPA and that accordingly the Plaintiffs are not seeking injunctive relief;

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

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Class and appoint her as Class Representative and her lawyers—Mark Hammervold and Rachel Dapeer— as Class Counsel in this case;

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

WHEREAS, the parties have agreed on financial terms and procedures that would resolve the claims of a class of all Illinois employees in a judicial proceeding, upon approval of the class on the terms set forth in this Class Settlement Agreement (“Agreement”);

WHEREAS, Plaintiff, on behalf of herself and as the representative of the Settlement Class, and Defendant desire to resolve the dispute between them;

WHEREAS, these recitals are incorporated into the operative portions of the Agreement.

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

## **I. DEFINITIONS**

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

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

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

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

D. “Claim Settlement Check” means the check containing the Claim Settlement Payment for each Settlement Class Member who does not timely exclude himself or herself from the Class or object to the Agreement.

E. “Claim Settlement Payment” means the payment to be made to Settlement Class Members who do not timely opt-out or object to the Agreement.

F. “Class Counsel” means: Mark Hammervold of Hammervold Law, LLC and Rachel Dapeer of Dapeer Law, P.A.

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

H. “Class Notice Date” means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as no later than thirty (30) days after Preliminary Approval of this Settlement.

I. “Class Period” means the time period from July 31, 2018 through May 3, 2024.

J. “Confidential Information” means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator specifically without limitation Defendant’s employee census.

K. “Counsel for Defendant” means: Kevin Ringel and Kingshuk Roy of the law firm Freeman Mathis & Gary, LLP.

L. “Court” means the Circuit Court of Knox County, Illinois.

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

N. “Effective Date” means the day the Court enters the Final Approval Order.

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

P. “Final” or “Finally Approved” or “Final Approval” of this Agreement means the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement. If no objection has been filed, and therefore nobody has standing to file an appeal, the Final Approval Order becomes the day which the Court enters the Final Approval Order.

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

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

S. “Notice” means the postcard and e-mail individual notice that will be mailed and e-mailed by the Administrator to Settlement Class Members, in substantially the form attached as **Exhibit 3** to this Agreement. The parties agree that reasonable modifications to the Notice relating to non-financial terms requested by the Court shall not void the Settlement Agreement.

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

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

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

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

X. “Released Claims” means any and all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been asserted in the Complaint, the Action, or that relate to or arise from the Allegations, including, but not limited to, any and all claims under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, or any related state or federal analogue.

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

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

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

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

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

**All individuals who work or worked for Defendant in the State of Illinois and who used a finger scan timekeeping system without first executing a written consent in connection with their employment with Defendant from July 31, 2018 to present.**

The Settlement Class excludes the following: (1) the trial judge presiding over this case; (2) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant; (3) any of the Released Parties; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of this proceeding; and (6) Plaintiff's Counsel, their employees, and their immediate family.

DD. "Settlement Class Data" means data relating to approximately 416 persons who, according to Defendant's records, may be Settlement Class Members. The Settlement Class Data shall be treated as Confidential Information. The list containing class members' names and contact information will remain and be treated as confidential at all times and will only be submitted to the Class Administrator who shall destroy such information when its responsibilities conclude.

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

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

GG. "Settlement Fund" means the total maximum amount that Defendant has agreed to make available, as described in Section II B.1., to cover the Claim Settlement Payments.

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

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

## **II. SETTLEMENT TERMS**

### **A. Certification of Settlement Class and Conditional Nature of Agreement**

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Class. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of the Agreement shall remain inadmissible under any applicable state law or rule of civil procedure or evidence.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but expressly reserve, all rights to challenge all such claims and

allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Defendant retains and reserves all of these rights and agree not to take a position to the contrary.

**B. Settlement Class Relief**

**1. Claim Settlement Payments to Settlement Class**

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

1. Plaintiffs and Hardee's will seek court approval of a class settlement to resolve all claims and potential claims of the Settlement Class during the Class Period.
2. Within ten (10) days after Preliminary Approval, Defendant will make a deposit of \$603,200.00 (the "Settlement Fund") with the Settlement Administrator. Under no circumstances shall Defendant be required to provide any additional monetary or non-monetary consideration to the Class Members or Class Counsel.
3. All Class Members who do not opt-out or object to the Settlement ("Valid Class Members") shall be sent a Claim Settlement Check by the Settlement Administrator on a pro rata basis not to exceed the gross amount of \$1,450.00 (with an estimated net amount of \$750-850) within 30 days after the Effective Date. Uncashed checks after 120 days will be void, and settlement funds from checks not cashed by Settlement Class Members in 120 days will revert to Defendant or its insurers. Any Settlement Class Member who fails to cash the check by the deadline shall be forever barred from receiving any distribution from the Settlement Fund or any other payment pursuant to this Agreement but shall in all other respects be bound by all of the terms of this 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.
4. The Settlement Fund will be distributed as follows, in the event a Court first approves this settlement:
  - (a) Payments to Valid Class Members. The Settlement Administrator will be authorized to timely pay claims to all Valid Class Members out of the Settlement Fund. Valid Class Members shall be paid on a pro rata basis not to exceed \$1,450.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys' Fees and Expenses, which is estimated to result in a total net amount of \$750-850 for each Settlement Class Member) (the "Individual Payment").
  - (b) Service award to class representative. Hardee's authorizes the Settlement Administrator to pay, and Hardee's will not oppose, a request for service awards totaling up to \$5,000.00 from the Settlement Fund to the Plaintiff Yevonne Batey for serving as the Class Representative. Any Service Award shall be paid by the Settlement Administrator within 30 days of the Effective Date.

- (c) Fees and expenses to Class Counsel. Hardee's authorizes the Settlement Administrator to pay, and Hardee's will not oppose, a request by Class Counsel (Mark Hammervold of Hammervold Law, LLC and Rachel Dapeer of Dapeer Law, P.A.) for attorney's fees up to 38% of the Settlement Fund (\$229,216.00), plus reasonable expenses and costs documented by reliable business records in an amount as approved by the Court from the Settlement Fund. All awarded Attorney Fees and Costs shall be paid by the Settlement Administrator within 30 days of the Effective Date. The settlement is valid and binding regardless of the fees, expenses, or costs ultimately awarded by the Court. No further or additional payments, fees, expenses, or costs shall be due from Hardee's beyond the amount of the Settlement Fund.
  - (d) Costs of Administration and Notice. Administration and Notice costs shall be paid from the Settlement Fund. The parties shall jointly propose the Settlement Administrator should be KCC and they will cooperate to select an alternate settlement administrator should KCC not be available or approved by the Court. Defendant shall not be required to provide a full census to Plaintiff or the class but only to the Settlement Administrator.
  - (e) Timing of Settlement Payments. The Settlement Administrator shall send all Settlement Payments contemplated by this Settlement Agreement within thirty (30) days after the Effective Date.
5. **RELEASES.** Thirty Days after the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Class, and each Settlement Class Member from all Released Claims. The Settlement Class and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims. The Class Representatives, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Class, and each Settlement Class Member, thirty days after the Effective Date, shall be deemed to have, and by operation of the Final Approval Order, shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts. Thirty Days after the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that he may have against any of the Released Parties. Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement. This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a



Request for Exclusion from the Settlement.

6. All terms herein are material and if the Court, in its discretion, is unwilling to accept any of these terms, except as otherwise expressly stated in this Agreement, the settlement shall be null and void. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any member of the Settlement Class. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any member of the Settlement Class.
7. The Parties agree to implement this settlement through the following agreed procedures:
  - (a) Plaintiffs have filed a putative class action lawsuit in Knox County Circuit Court County Department, Law Division, under Case No. 2023LA21, asserting that Hardee's failure to obtain consent prior to requesting that Plaintiffs and class members provide a finger scan violates BIPA and, on behalf of each Plaintiff, the Complaint seeks, among other relief, statutory penalties under BIPA (the "Lawsuit").
  - (b) Plaintiff's Counsel shall submit to the Court a motion for preliminary approval of this Agreement, including the Class Notice, and for certification of the Settlement Class. The motion shall seek entry of a Preliminary Approval Order substantially in the form as **Exhibit 4**.
  - c) If the Court preliminarily approves the Class Settlement, Hardee's will proceed with the settlement process, notwithstanding any meritorious defenses it may have otherwise raised to liability under BIPA, and will deposit the Settlement Fund with the Settlement Administrator within 10 days of the Preliminary Approval of Settlement.
  - (d) Class Procedure to be Presented to the Court:
    - (1) The Parties will propose and seek approval for a Settlement Administrator as provided above in paragraph 4(d).
    - (2) The Class Notice, attached as Exhibit 2 and 3, will reflect the material financial terms as set forth in this Agreement.
    - (3) Class administration shall be governed by the following agreed terms:
      - Within seven (7) calendar days after the Court enters the Preliminary Approval Order, Hardee's will provide the names,

addresses, email addresses (if known), social security numbers (to issue 1099s to all Class Members who receive a Settlement Payment) and last known phone numbers of Class Members to the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain contact information for any Class Members for whom Defendant cannot provide contact information, if any. The Settlement Administrator shall keep all information confidential and shall not disclose any information except as necessary in carrying out its administration of this Agreement.

- Within thirty (30) days after Preliminary Approval of the Settlement, the Administrator shall send class Notice to Settlement Class Members by electronic means, if possible, and U.S. Postal Service, with the Settlement Administrator validating addresses and using reverse look up to obtain any missing mailing addresses.
- Within thirty (30) days after Preliminary Approval of the Settlement, the Settlement Administrator shall create an appropriate website for providing Class Notice, and important documents and court filings (the “Settlement Website”). The Settlement Website shall operate until three months following the distribution of the Settlement Claim Payments, or such other date as Class Counsel and Defendant may agree upon in writing.
- Within thirty (30) days after Preliminary Approval of the Settlement, the Settlement Administrator shall establish and maintain a toll-free number that maintains an Interactive Voice Response (“IVR”) or similar system to answer questions about the Settlement. The Administrator shall maintain the IVR or similar system until three months following the distribution of the Settlement Claim Payments, or such other date as Class Counsel and Defendant may agree upon in writing.
- The Opt-Out date shall be no later than twenty (20) days before the Final Approval Hearing.
- As to any Class Notice that is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to identify an updated address and shall re-mail the Class Notice to the updated address.
- If the Settlement Administrator determines that one or more Class Members are unreachable it shall have the discretion to either (1) determine such members cannot be located and proceed to finalize the Administrator’s Declaration; (2) finalize the Administrator’s Declaration, but reserve the option to amend such declaration. The Class Administrator does not have the discretion to extend any deadline more than 45 days unless ordered by the Court.

- No later than twenty-one (21) calendar days after the opt-out and objection deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with a declaration (the “Administrator’s Declaration”) that includes a complete list of all individuals who have timely requested exclusion from the Settlement Class (“Opt-outs”) and all Class Members who have timely objected to the Settlement.
  - The Settlement Administrator shall provide reports of Class Member responses to the Class Notice, including Opt-ins, Opt-outs, and objections; the number of returned Class Notices and re-mailed Class Notices; and other information requested by Defendant’s Counsel or Class Counsel.
  - The Settlement Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the entry of the Final Approval Order. Those records shall be maintained in accordance with this Agreement as Confidential Information.
- (e) In the event the Court proposes changes in the settlement process, the parties will negotiate in good faith to determine if they can accept those changes. However, in no event shall any party be required to accept changes to the financial terms, class parameters, or notice provisions.
- (f) The parties agree to take such further steps in good faith as are necessary to implement this Agreement.

**C. Opt-Out Rights**

**1. Opt-Out Requirements**

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

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

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

putative class member in any other class action filed against any of the Released Parties.

## 2. **Opt-Outs Not Bound**

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

## 3. **List of Requests for Exclusion**

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

## 4. **All Settlement Class Members Bound By Settlement**

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the entry of the Final Approval Order, will be bound by its terms.

### **D. Objections**

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

#### 1. **Process**

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

#### 2. **Requirements**

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must be signed under penalties of perjury and must identify (1) the name, address and telephone number, (2) the specific date(s) when the employee worked at Hardee's in Illinois, (3) all attorneys who assisted the employee in the preparation and filing of the employee's objection, (4) a list of all other class action cases in which the employee or the employee's attorneys have submitted an objection to a settlement, and (5) a statement of the reasons why the employee believe the Court should find that the proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and

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

Class Members' Rights to Opt Out of or Object to the Settlement. Class Members will have the deadline set by the Preliminary Approval Order to (a) exclude themselves from this Settlement pursuant to the procedures set forth in the Class Notice, or (b) object to the settlement pursuant to the procedures set forth in the Class Notice. Failure to properly request exclusion or to object within this period waives any right to be excluded from or to object to the settlement. Any Class Member who timely and properly elects to be excluded shall not: (a) be bound by any order or judgment; (b) be entitled to relief under this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. Any Class Member who fails to timely and properly object shall not be permitted to object to the approval of the Agreement and shall be foreclosed from seeking any review of the settlement or the terms of this Agreement by appeal or other means. Any Class Member who attempts both to object to and exclude themselves from this Agreement will be deemed to have excluded themselves and will forfeit the right to object to this Agreement or any of its terms.

#### **E. Miscellaneous**

1. Choice of Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the state of Illinois, without reference to its conflict of law provisions. The adequacy of the settlement, and any determination regarding Attorneys' Fees and Expenses and any Service Award, shall be governed by Illinois law.
2. Exclusive Remedy; Permanent Injunction. Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out or objected shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.
3. Non-Approval of Agreement. This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no settlement or this Agreement had been negotiated or entered into. Moreover, the Parties

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

FOR PLAINTIFFS

By: YMB  
Yevonne Batey

Dated: 05/23/2024

NORTHLAND RESTAURANT GROUP,  
LLC d/b/a HARDEE'S

By: [Signature]  
Its: PRESIDENT

Dated: 6/6/24