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Will County Circuit Clerk
Twelfth Judicial Circuit Court
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ATTACHMENT 1

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

Jose Solórzano, on behalf of himself and
similarly situated laborers,
known and unknown

Plaintiff,

v.

El Guero de Crest Hill, Inc.,

Defendant.

Case No.: 19 CH 1196

Judge Roger D. Rickmon

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE
WITH DEFENDANT EL GUERO DE CREST HILL**

This Class Action Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiffs (as hereinafter defined) and the class of individuals they represent (as hereinafter defined) and Defendant El Guero de Crest Hill, Inc. (“El Guero de Crest Hill” or “Defendant”) (collectively, the “Parties”).

I. INTRODUCTION

Subject to approval by the Court, this Settlement Agreement sets forth the full and final terms by which the Plaintiff and similarly situated employees of Defendant have settled and resolved the violation of the claims that were raised in the Action captioned *Solórzano v. El Guero de Crest Hill, Inc.*, Case No.: 19 CH 1196, in the Circuit Court of Will County, County Department, Chancery Division, against Defendant.

II. NATURE AND RESOLUTION OF THE CASE

A. On August 15, 2019, Plaintiff Jose Solórzano, on behalf of himself and a class of similarly situated individuals, filed a Class Action Complaint in the Circuit Court of Will County, Illinois County Department, (“Complaint”), alleging violations of the Illinois Biometric

Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*

B. On February 24, 2021, discovery in this case was stayed pending the *McDonald v. Symphony Bronzeville Park, LLC* decision.

C. On July 7, 2022, El Guero de Crest Hill moved to stay the case in light of the pending *Cothron v. White Castle* Illinois Supreme Court case.

D. On August 18, 2022, that motion was denied.

E. In an effort to determine whether the Parties could settle this dispute prior to a lengthy litigation, the parties’ and their counsel participated in extensive settlement negotiations.

F. After exchanging information among counsel about the claims, Plaintiff and Defendant exchanged information and bargained vigorously on behalf of their respective clients. All negotiations were conducted at arm’s length and in good faith.

G. On April 28, 2023, Plaintiff and Defendant advised the Court that they had reached a class action settlement in this matter based on the settlement terms set forth in more detail in this Agreement.

H. Plaintiff and Defendant believe it is in their best interests and the best interests of the Settlement Class to resolve this matter at this time.

I. The Parties and their counsel recognize that, in the absence of an approved settlement, they would face a long litigation course, including additional discovery, a motion for class certification, expert discovery, 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.

J. 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.

K. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications between the Settling Parties, nor any materials prepared, exchanged, issued or used during the course of negotiations leading to this Settlement Agreement, is intended by the Settling 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 *Solórzano v. El Guero de Crest Hill, Inc.*, Case No.: 19 CH

1196.

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

3. “Claimants” means the Class Members who have submitted a Valid Claim Form to the Claims Administrator. 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 Claims Administration costs shall be paid from the Settlement Amount, and the Settling Defendant will not have any responsibility for contributing additional funds to the Qualified Settlement Fund.

7. “Class” means the class that 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 El Guero de Crest Hill located in Crest Hill, Illinois for whom Defendant has obtained handprints for use with Defendant's biometric timekeeping system from August 15, 2014 to [insert the date of preliminary approval].

8. "Class Claims Certified" means any and all claims of BIPA violations against the Settling Defendant arising out of the Plaintiff and the Class Members' employment by El Guero.

9. "Class Counsel" means Christopher Williams and Sheila Maddali of the National Legal Advocacy Network, and Kevin Herrera, Mark Birhanu and Ada Sandoval of the Legal Department of the Raise the Floor Alliance.

10. "Class Member" means an individual who is a member of the Settlement Class. The list of Class Members is attached as Exhibit A. In the event there is a dispute about whether someone is a member of the Class, Exhibit A shall control.

11. "Class Period" means the period running from August 15, 2014 through the date of Preliminary Approval.

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

13. "Defendant's Counsel" means Michael R. Luchsinger and Benjamin J. Nellans and any other attorneys of Segal McCambridge Singer & Mahoney, Ltd 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 date certain, 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 Plaintiff and the Class’s employment at Defendant’s El Guero de Crest Hill Illinois store 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.

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

30. “Settlement Amount” means the amount of Six Hundred Twenty Thousand One Hundred and 00/100 Dollars (\$620,100.00) to be paid by El Guero de Crest Hill under the terms of this Settlement Agreement for the Monetary Awards to Class Members, a Service Award for Plaintiff, Class Counsel’s attorneys’ fees and costs, the cost of claims administration, all as approved by the Court. The Settlement Amount 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 El Guero de Crest Hill.

31. “Settlement Fund” means the Six Hundred Twenty Thousand One Hundred and 00/100 Dollars (\$620,100.00), including any interest earned thereon, to be held, invested, administered, and disbursed pursuant to this Settlement Agreement. The Parties agree that Defendant and its insurers’ payment obligations as to any Plaintiff or Class Member in this Action are limited to its payment into the Settlement Fund.

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, 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) as the Claims Administrator 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 employees employed during the Class Period.

3. Within ten (10) business days after receiving Defendant's employee list, 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 Defendant's employee list for whom there is a mailing 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 employee 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 an *El Guero de Crest Hill* Class Action Settlement website at the URL www.ElGueroCrestHill-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. 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 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 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 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 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 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 Class Member, then that Class Member will be deemed to have forever waived his or her right to opt out of the Class. The Claims Administrator shall determine whether a 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. 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 Plaintiffs' 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 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 Class Members will irrevocably and forever release all Released Claims as defined in Section III.A.27. 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, 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, counter-claims, cross-claims, demands, rights, liabilities, and causes of actions against Plaintiff arising out of 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 Six Hundred Twenty Thousand One Hundred and 00/100 Dollars (\$620,100.00) his payment is made in order 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 Class Members, which will be subject to approval by the Court. However, it is understood and agreed by the Parties that:

a. The Class Settlement Fund will be distributed through a claims-made process based on the formulas described below; and

b. Each Class Member who files a Valid Claim shall receive a *pro rata* share of the payment of the Net Settlement Fund (Net Settlement Fund ÷ Total Valid Claims).

B. Administration of Settlement Fund.

The Settlement Fund will be placed in an account titled in the name of the El Guero de Crest Hill 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 El Guero de Crest Hill 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. 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 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.

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 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 attorney 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 \$\$620,100.00 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. As discussed in Section VII.B. above, 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, 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 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. 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 his 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 Ten Thousand Dollars (\$10,000) 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 set forth in Sections II.J., II.K., and VII.D.) 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 Named Plaintiff's Release 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 Benjamin J. Nellans and Michael R. Luchsinger of Segal McCambridge Singer & Mahoney, Ltd, 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 Jose Solórzano

By: _____
Jose Solórzano

Dated: _____

Counsel for Plaintiff and Class

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

Dated: _____

Defendant El Guero de Crest Hill, Inc.

By: _____

Its: _____

Dated: _____

EXHIBIT A [Include Class List]

To be filed separately with the Court

EXHIBIT B [Claim Form]

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

Solórzano v. El Guero de Crest Hill, Inc., Case No.: 19 CH 1196

IMPORTANT NOTICE

You are receiving this Claim Form because you may be eligible for a monetary recovery due to violation of the Illinois Biometric Information Privacy Act (“BIPA”) as a part of a class action settlement. If you were employed by Supermercado El Guero de Crest Hill in Illinois between August 15, 2014, and [date of preliminary approval], you may be eligible to participate in the settlement.

Questions? Please call 1-xxx-xxx-xxxx or visit the settlement website, www.ElGuero-Settlement.com

CLAIM AND RELEASE FORM

If your name or address is different from those shown below, print the corrections on the lines to the right.

<<NAME>>		Name/Address Changes (if any):	_____
<<ADDRESS>>			_____
<<CITY>>,<<ST>><<ZIP>>			_____
(____) ____ - ____		(____) ____ - ____	
Area Code Daytime Telephone Number		Area Code Evening Telephone Number	

YOU MUST COMPLETE THIS FORM IN ORDER TO BE ELIGIBLE FOR A MONETARY RECOVERY. INCOMPLETE AND/OR UNTIMELY CLAIM FORMS WILL BE REJECTED. YOU MUST SIGN AND MAIL THE CLAIM FORM IN THE SELF ADDRESSED POSTAGE PRE-PAID ENVELOPE INCLUDED, OR MAIL IT TO THE ADDRESS BELOW NO LATER THAN [INSERT CLAIM DEADLINE].

Solorzano-El Guero Class Claims Administrator

[insert claims administrator name and address]

Telephone #, Fax #, email address

PART I: INSTRUCTIONS:

You must *complete, sign and return* this Claim Form in order to be eligible for a monetary recovery. Your Claim Form must be postmarked on or before [insert claim deadline]. If you move, it is your responsibility to update your contact information with the Claims Administrator at the address listed above.

Returning this Claim Form does not ensure that you will share in the Settlement Proceeds. You will share in the proceeds only if (1) the Settlement receives final approval from the Court and (2) you meet requirements for recovery set forth in the Settlement Agreement, which is summarized in the accompanying Notice.

PART II: WAIVER AND RELEASE

I, the undersigned, hereby irrevocably and unconditionally waive, release, and forever discharge El Guero de Crest Hill, Inc. and its current, former, and future affiliates, including, without limitation, parents,

subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and its past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Released Parties”), from any and all claims of BIPA violations arising out of my employment at El Guero de Crest Hill, Inc. from August 15, 2014 through [date of preliminary approval], known or unknown, that I may have against any Released Party.

Date: _____ Signature: _____

EXHIBIT C [Abridged Notice]

NOTICE OF CLASS ACTION SETTLEMENT

**IN THE CIRCUIT COURT OF WILL COUNTY
ILLINOIS COUNTY DEPARTMENT
CHANCERY DIVISION
CASE NO. 19 CH 1196**

**Solórzano v. El Guero de Crest Hill, Inc.,
c/o Claims Administrator**

WHY YOU ARE RECEIVING THIS NOTICE

This Notice is to tell you about the Settlement of the “class action” lawsuit that was filed against El Guero de Crest Hill, Inc., and this settlement resolves the claims against El Guero, the Defendant. This Notice is also to tell you about a “Fairness Hearing” to be held before Judge Roger D. Rickmon on [REDACTED] at [REDACTED].m. at the Circuit Court of Will County in Room 804 to determine whether the proposed settlement described in the Partial Class Action Settlement Agreement (the “Agreement”) fairly resolves the claims against Defendant as explained below.

This Notice **is not** a notice of a lawsuit **against** you. A Court has authorized this Notice.

You received this Notice because you have been identified as a person in the Class, defined as:

All persons who have been employed by Defendant in Illinois for whom Defendant has obtained handprints for use with Defendant’s biometric clock in and clock out system from August 15, 2014, to [insert the date of preliminary approval].

Accordingly, you are eligible to participate in the settlement of this lawsuit by completing the attached Claim Form and timely mailing it to the Settlement Administrator. To receive your share of the Settlement Fund, you must mail the attached Claim and Release Form not later than (Insert Date). The Claim and Release must be signed and returned without alteration or amendment.

If you are a Class Member and accurately complete and timely submit the attached Claim Form you will receive an equal share of the Net Settlement Amount.

If the information on the claim form is accurate, fill out the claim form completely, making sure to answer the questions and sign and date the form and mail it in the postage-paid envelope included. If your address has changed, be sure to update your address on the claim form. It is your responsibility to update the claims administrator if you move.

HOW TO OPT-OUT OF OR OBJECT TO THIS AGREEMENT

If you do not wish to participate in the settlement and receive a settlement payment, you may also exclude yourself from the settlement. To exclude yourself you must submit the following written statement: “I request to be excluded from the settlement in *Solórzano v. El Guero de Crest Hill, Inc.*, Case No.: 19 CH 1196”. If you exclude yourself, you cannot receive money from this settlement. You may, however, pursue other legal remedies apart from the settlement that may be available to you. Neither the Parties nor their attorneys make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out.

You may also object to the terms of the settlement. If you choose to object to the settlement, you must on or before [**Filing Deadline**], mail your written objection to the Settlement Administrator with copies to Class Counsel and Defendant's counsel. If you choose to opt-out or object to the settlement, you must also include your full name, address, and telephone number, and you must personally sign the letter. The statement dated and returned to the Settlement Administrator and postmarked no later than [**Insert Filing Deadline**]. Full details on how to exclude yourself or object to the settlement are available in the Complete Notice.

PLEASE REVIEW THE COMPLETE NOTICE PRIOR TO EXCLUDING YOURSELF FROM THE SETTLEMENT OR OBJECTING TO THE TERMS OF THE SETTLEMENT.

PLEASE NOTE: This is only a summary of the settlement terms. A copy of all documents relevant to the Settlement can be obtained at www.ElGueroCrestHill-Settlement.com or by contacting Class Counsel at the contact information below:

Christopher J. Williams
National Legal Advocacy Network
Attn: Solorzano-El Guero Settlement
1 N. LaSalle Street, Suite 1275, Chicago, IL 60602
312-795-9120 or info@n-lan.org

FILE THE ATTACHED CLAIM FORM WITH A POSTMARK NO LATER THAN [INSERT FILING DEADLINE**].**

EXHIBIT D [Unabridged Notice]

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

Jose Solórzano, on behalf of himself and
similarly situated laborers,
known and unknown

Plaintiff,

v.

El Guero de Crest Hill, Inc.,

Defendant.

Case No.: 19 CH 1196

Judge Roger D. Rickmon

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
AND FAIRNESS HEARING**

To: All current and former employees of Supermercado El Guero of Crest Hill in Illinois between August 15, 2014 and [date of preliminary approval], a class action lawsuit may affect you.

What is this Notice About?

This Notice is to tell you about the settlement of a “class action” lawsuit (the “Litigation”) that was filed against El Guero of Crest Hill, Inc. (“Defendant”) and to tell you about a hearing before Judge Rickmon on [redacted], 2023 at [redacted] in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432, (“Fairness Hearing”) to determine whether the proposed settlement described in the Class Action Settlement Agreement (the “Settlement”) fairly resolves the claims against Defendant as explained below.

This Notice **is not** a notice of a lawsuit against you. An Illinois Court has authorized this Notice.

What is the Litigation about?

This lawsuit was filed by Jose Solórzano (“Plaintiff”) on behalf of himself and other similarly situated laborers who were employed by El Guero from August 15, 2014, and [date of preliminary approval], for whom El Guero of Crest Hill has obtained handprints for use with El Guero’s biometric clock in and clock out system. In the lawsuit, Plaintiff seeks monetary recovery for violations of the Illinois Biometric Information Privacy Act (“BIPA”), as well as his attorney’s fees and costs. The Defendant has denied all allegations of wrongdoing, and no Court has held that the Defendant violated the law. The Plaintiff and the Defendant have reached a Settlement which, upon Court approval, will resolve the remaining aspects of the litigation.

Why did I get this Notice?

You received this Notice because you have been identified as a person in the Class, defined as:

All persons who have been employed by Defendant in Illinois for whom Defendant has obtained handprints for use with Defendant's biometric clock in and clock out system from August 15, 2014, to [insert the date of preliminary approval].

If you meet the definition of the class, you are eligible to participate in the settlement and may be eligible for compensation as described below. **If you do not wish to participate in the settlement and receive a settlement payment, you may also exclude yourself or opt-out of the settlement. Information on how to exclude yourself from the settlement is available on page 5 of this Notice.**

What is the "Settlement" and how was it agreed upon?

Plaintiff and the Defendant agreed to a Settlement of this litigation in which the Defendant has agreed to compensate Plaintiff and other similarly situated for the allegations in Plaintiffs' complaint. The Defendant has denied all wrongdoing, and no court has held that the Defendant violated the law. The settlement includes a procedure for eligible persons to receive their share of the Settlement Fund. There has been no determination by a court, administrative agency, or other tribunal as to the truth or validity of Plaintiffs' allegations against the Defendant in this Lawsuit.

Substantial amounts of time, energy, and other resources have been devoted by the Parties in prosecuting and in defending the Lawsuit. In settlement negotiations, the Parties have taken into account the risk of further litigation. In light of this, the Parties believe that the settlement is the best way to resolve the Lawsuit while minimizing further expenditures.

The Parties and their attorneys believe that the settlement is fair, reasonable, and adequate, and in the best interests of all of the Settling Parties, including the Settlement Class.

What are the terms of the Settlement?

The Defendant has agreed to pay a total Settlement Amount of Six Hundred Twenty Thousand and One Hundred and 00/100 Dollars (\$620,100.00) to resolve any and all claims of BIPA violations against the Defendant arising out of El Guero de Crest Hill's collection of handprints using its biometric clock in and clock out system from August 15, 2014, through [insert the date of preliminary approval].

Each Class Member shall be allocated a proportionate share of the Settlement Amount after the Settlement Amount has been reduced by: (1) \$10,000.00 to the Plaintiff as a service award and for executing a full release of all claims as to Defendant and for helping to litigate and settle this Lawsuit; (2) no more than one-third (33.3%) of the Settlement Amount, as approved by the Court, as payment for Class Counsel's attorneys' fees and reasonable costs, and (3) the costs of administering the settlement up through final approval of the settlement. The Settlement Amount as reduced by the foregoing amounts is referred to as the "Net Class Settlement Fund."

What am I entitled to recover under the Settlement?

If the settlement is approved by the Court, every Settlement Class Member, including Plaintiff, who timely submits a valid claim form will receive a pro rata settlement payment. Each Class Member who files a valid, timely claim will receive an equal share of the Net Class Settlement Fund. The amount you receive will depend on how many Class Members file valid, timely claims.

The Parties have agreed that each Claimant's Settlement Payment will be considered compensatory damages and will be reported as such on an IRS Form 1099 where mandated by the Internal Revenue Service. Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this settlement.

How do I receive a Settlement Award?

To receive a part of the Class Settlement Fund, you must complete and sign the Claim Form without alteration or amendment and return it to the Settlement Administrator on or before [Claims Deadline]. *If*

you do not timely complete and return a signed and fully completed Claim Form, you will not receive a monetary settlement award.

Am I required to participate in the Settlement?

No, you may do nothing and you will remain a member of the class and bound by the settlement but you will not receive a check. You also have the right to exclude yourself from the Lawsuit and “opt-out” of the settlement if you comply with the opt-out procedure stated below. If you exclude yourself, you will not receive money from this settlement. You may also object to the settlement, as set forth below.

What is the Fairness Hearing and do I need to attend?

The purpose of the Fairness Hearing in this case is to determine whether the proposed settlement of the Lawsuit is fair, reasonable, and adequate, and whether the proposed settlement should be finally approved by the Court and the Lawsuit dismissed. **Any Class Member who is satisfied with the proposed settlement does not have to appear at the Fairness Hearing.** The Fairness Hearing will be held before Judge Rickmon on [REDACTED], 2023 at [REDACTED] in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432.

How can I opt-out of the Settlement?

To exclude yourself from the Settlement, you must submit the following written statement: “I request to be excluded from the settlement in *Solórzano v. El Guero de Crest Hill, Inc.*, Case No.: 19 CH 1196.” You must also include your full name, address, and telephone number, and you must personally sign the letter. **The Request for Exclusion must be filed no later than [Filing Deadline] to be effective. If you opt-out of the settlement you will not recover any money as part of this settlement.** You may, however, pursue other legal remedies apart from the settlement that may be available to you. Neither the Parties nor their attorneys make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out. **YOU SHOULD NOT OPT-OUT IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.**

How can I object to the Settlement?

Any person who has not validly and timely opted-out of the settlement but who objects to the proposed settlement may appear in person or through counsel at the Fairness Hearing and be heard as to why the settlement should not be approved as fair, reasonable, and adequate, or why a final judgment should or should not be entered dismissing the Lawsuit with prejudice. No attorneys’ fees will be paid by Defendant to an objector’s counsel for work related to an objection to this settlement. If you choose to object to the settlement, you must on or before [Filing Deadline], mail your written objection to the Settlement Administrator with copies to Class Counsel and Defendant’s counsel. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Your written objection must also include (a) your full name, address, and, telephone number, (b) dates you were employed at Supermercados El Guero de Crest Hill; (c) last four digits of your employee identification number, (d) copies of papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of your objection, and (f) your signature, even if you are represented by counsel. The objection must further specify whether it applies only to the objector, to a subset of the class, or to the entire class. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

If you file an objection and wish it to be considered, you must also appear at the Final Approval Hearing before Judge Rickmon on [REDACTED], 2023 at [REDACTED] in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432, at which time the Court will consider whether to grant final approval of this settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why you believe the settlement should not be approved.

When is the Court hearing to determine if the Settlement is fair?

The Fairness Hearing will be held before the Honorable Roger D. Rickmon on [REDACTED], 2023 at [REDACTED] in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432. The Fairness Hearing may be adjourned from time to time as the Court may direct, without further notification. If you are a member of the Settlement Class, you will be bound by the proposed Settlement if it is approved, unless you opt-out by making a timely Request for Exclusion as described above.

What rights am I giving up if I participate in the Settlement?

Class Members who do not opt out of the Settlement, will release, and forever discharge El Guero de Crest Hill, Inc., and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and its past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Released Parties”), from any and all claims of BIPA violations arising out of employment with Defendant from August 15, 2014 through [date of preliminary approval], known or unknown, that they may have against any Released Party.

How are the lawyers for the Settlement Class Paid?

Subject to Court approval, Class Counsel will receive no more than One-Third of the Total Settlement Amount for all past and future attorneys’ fees and reasonable costs incurred that will be incurred in this Lawsuit through final approval of the Settlement as set forth in the Settlement Agreement.

What if the court does not approve the settlement?

If the Court does not approve the settlement, the case will proceed as if no settlement had been attempted, and there can be no assurance that the class will recover more than is provided for in the settlement agreement, or indeed, anything.

Can I review a copy of the Settlement Agreement or other papers that were filed with the Court?

Yes, all documents relevant to this Litigation and Settlement are available at the Settlement Website, www.ElGueroCrestHill-Settlement.com. You may also review the pleadings and other papers filed in the Lawsuit, which may be inspected at the Office of the Clerk of the Circuit Court Will County Courthouse, 100 W Jefferson St, Joliet, IL 60432, during regular business hours of each court day. In addition, you may also contact Class Counsel to review copies of the settlement papers filed with the Court at:

Christopher J. Williams
National Legal Advocacy Network
1 N. LaSalle Street, Suite 1275
Chicago, IL 60602
(312) 795-9120

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS SETTLEMENT. DIRECT QUESTIONS ABOUT THE SETTLEMENT TO CLASS COUNSEL.

Dated: _____

BY ORDER OF THE CIRCUIT COURT OF
WILL COUNTY, ILLINOIS COUNTY
DEPARTMENT, CHANCERY DIVISION

EXHIBIT E [Proposed Order of Preliminary Approval]

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

Jose Solórzano, on behalf of himself and
similarly situated laborers,
known and unknown

Plaintiff,

v.

El Guero de Crest Hill, Inc.,

Defendant.

Case No.: 19 CH 1196

Judge Roger D. Rickmon

ORDER GRANTING PRELIMINARY APPROVAL

Jose Solórzano (“Plaintiff”), on behalf of himself and a class of similarly situated employees employed at El Guero de Crest Hill, Inc. (“Defendant” or “El Guero de Crest Hill”)(collectively the “Parties”), having reached a settlement in this matter on a class-wide basis, the Court having reviewed the Class Action Settlement Agreement (“Settlement Agreement”), attached hereto as Attachment 1 and a part of this Order, and the record in this Litigation, including the Plaintiff’s Unopposed Motion for Preliminary Approval of the Parties’ Class Action Settlement Agreement and for Approval of Class Certification, Form and Manner of Class Notice and Scheduling Hearing for Final Approval of Settlement.

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court hereby preliminarily approves the Settlement Agreement as being fair, reasonable, and adequate. The Settlement Agreement is the result of arm’s-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

2. The Court has jurisdiction over the subject matter of this lawsuit and the Parties, including the members of the Settlement Class, as defined below.

3. The Court has considered the pleadings and arguments made by the Parties in support of the Motion for Preliminary Approval and finds that the proposed Settlement Class is proper and should be

provisionally certified. The following Settlement Class is hereby provisionally certified for purposes of settlement only pursuant to 735 ILCS 5/2-801 as follows:

All persons who have been employed by Defendant at El Guero de Crest Hill located in Crest Hill, Illinois for whom Defendant has obtained handprints for use with Defendant's biometric timekeeping system from August 15, 2014 to [insert the date of preliminary approval]

4. The claims certified for purposes of class treatment pursuant to 735 ILCS 5/2-801, *et seq.*, include and are limited to any claim of any Class Member against the Released Parties, as defined in Section III, ¶ 8 of the Settlement Agreement.

5. Solely for the purposes of settlement, the Court finds that: (1) the Settlement Class is so numerous that joinder is impracticable; (2) questions of law and fact are common to the Settlement Class; (3) Certification of this matter as a class action for settlement purposes is a fair and efficient way of adjudicating the claims in controversy; and (4) the Class Representative and his counsel will fairly and adequately protect the interests of the Settlement Class. Certification of the Class for settlement purposes is the best means of protecting the interests of all of the Class Members.

6. The Court appoints Plaintiff Jose Solórzano as the Class Representative. The Court further appoints Christopher J. Williams and Sheila Maddali of the National Legal Advocacy Network and Ada Sandoval, Mark H. Birhanu, and Kevin Herrera of the Raise the Floor Alliance Legal Department as Class Counsel. The Court finds that the Class Representative and Class Counsel have provided adequate representation to the members of the class.

7. The Court further approves, as to form and content, the proposed Class Notice and Claim Form attached to the Agreement as Exhibits B, C and D. The Court finds that the procedures for notifying the Class about the Settlement as described in the Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process.

8. A hearing on this Settlement will be held before the Honorable Judge Rickmon on [redacted], 2023 at [redacted] in Courtroom 804 of the Circuit Court of Will County, Illinois, located at 100 W Jefferson St, Joliet, IL 60432 for a "Fairness Hearing" to determine whether the proposed settlement described in the

Class Action Settlement Agreement (the “Settlement”) fairly resolves the claims against Defendant as explained below.

9. No less than fourteen (14) days prior to the fairness hearing, Class Counsel shall submit to the Court any necessary documents for the Court’s consideration of Final Approval of the Settlement Agreement, including any Motions, and responses to any objections and/or comments.

10. Pending final approval of the Settlement Agreement, the prosecution and defense of the case is hereby stayed; the Class Representative, all members of the Class, and anyone who acts or purports to act on their behalf, shall not threaten, institute commence, or prosecute any action that seeks to assert claims against any Released Party related to the subject matter of this lawsuit.

11. The Court reserves exclusive and continuing jurisdiction over this Litigation, the Class Representative, the Members of the Class, and the Released Parties for the purposes of: (1) supervising the implementation, enforcement, construction, and interpretation of this Order and the Settlement Agreement and, following a fairness hearing, granting final approval of the Settlement Agreement and dismissing this Litigation and (2) resolving any disputes or issues that may arise in connection with this Litigation or the Settlement of this Litigation.

12. All Class Members who fail to exercise their right to Opt-Out of the Settlement Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement Agreement, whether favorable or unfavorable to the Settlement Class.

13. All Class Members objecting to the terms of the Settlement must do so in writing no later than the Objection Deadline in the Settlement Agreement and specified in the Notice. The written objection must be sent to the Settlement Administrator and postmarked on or before this date.

14. Any Class Member who wishes to be excluded (Opt Out) from the Settlement Class and not participate in the proposed Settlement must complete and mail a Request for Exclusion to the Settlement Administrator no later than the Opt-Out Deadline in the Settlement Agreement and specified in the Notice.

15. Any Class Member may appear at the Final Approval Hearing and show cause, if he or she has any, why the proposed Settlement Agreement should or should not be approved as fair, reasonable, and

adequate, or why a judgment should or should not be entered thereon; provided, however, that no Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, unless that Class Member has, no later than the Objection Deadline, served by first class mail on the Settlement Administrator written objections, and copies of any papers and briefs in support thereof, explaining the basis of the objection. All timely filed and served objections shall be considered and ruled upon by the Court at the Final Approval Hearing. Any Class Member who does not timely file and serve his or her objection in the manner provided in the Settlement Agreement shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Agreement unless otherwise ordered by the Court.

16. In the event that the Effective Date (as explained in the Agreement) does not occur, the Settlement and the Agreement shall be deemed null and void and shall have no effect whatsoever.

17. The parties are directed to carry out the Settlement Agreement according to the terms of the Settlement Agreement.

18. To the extent any prior order of this Court related to this Court action is inconsistent with the activities contemplated by the Agreement, said orders are hereby modified so as to allow the activities contemplated by the Agreement until such time as the Settlement Agreement is finally approved or deemed null and void.

IT IS SO ORDERED

Dated: [Insert Date]

Hon. Roger D. Rickmon
Will County Circuit Judge

EXHIBIT F

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Agreement”) is made and entered into by and between JOSE SOLORZANO, for himself, his heirs and personal representatives (collectively referred to as “SOLORZANO”), and EL GUERO DE CREST HILL, INC, its agents, employees, officers, directors, shareholders, representatives, subsidiaries, affiliated companies, parent companies, successors, predecessors, insurers, reinsurers, and assigns, both past and present (collectively referred to as “EL GUERO”).

RECITALS

WHEREAS SOLORZANO, as lead plaintiff in a class action matter, has asserted allegations for violations of the Biometric Information Privacy Act as stated specifically in the matter filed with the Circuit Court of Will County, Illinois, case number 2019 CH 1196, (hereinafter, “the Litigation”).

WHEREAS EL GUERO denies any and all liability in light of the allegations made by SOLORZANO.

WHEREAS SOLORZANO and EL GUERO desire to settle and resolve all disputes with respect to SOLORZANO and the class’s allegations and as to any and all claims which the Parties could assert against one another through the date this Agreement is executed, without any admission of liability by EL GUERO.

NOW, THEREFORE, in reliance upon the above Recitals and for and in consideration of the compromise, Agreement, and full settlement of SOLORZANO’s various claims, contentions and disputes against EL GUERO, related directly or indirectly to the litigation, and the full Agreement of all said claims by SOLORZANO against EL GUERO through the date this Agreement is executed, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The Recitals are incorporated into and made part of this Agreement.
2. End of Employment. SOLORZANO agrees that his employment with EL GUERO ended on or around August 2019.
3. Payment. EL GUERO agrees to pay SOLORZANO, the settlement class members, and their attorneys the sum of SIX HUNDRED TWENTY THOUSAND ONE HUNDRED DOLLARS & 00/100 CENTS (\$620,100.00) hereinafter “Payment”. This Payment will be made in accordance with the terms of the “Class Action Settlement Agreement and Release with Defendant El Guero De Crest Hill” which accompanies this Release with Solórzano individually. Hereinafter referred to as the “Class Agreement.”

The Claims Administrator, as identified in the Class Agreement, will be responsible for administering all class members’ and attorneys’ tax obligations, including the collection of W9 forms and the issuance of 1099 forms consistent with the Class Agreement.

4. Parties to Bear Their Own Costs. Other than as set forth in the Payment section above and the Class Agreement, the Parties acknowledge and agree that each side is to bear its

own costs, attorneys' fees, and third-party liens and attorneys' liens for all matters in controversy between them and settled pursuant to this Agreement.

5. Dismissal of Claims/Actions/Suits. SOLORZANO agrees to withdraw all pending claims, actions and suits filed with all agencies and courts, including the Litigation, and will have all said pending claims, actions, and suits dismissed *with prejudice*, permanently, without the right to re-file. SOLORZANO further agrees to deliver a stipulation to dismiss and entered dismissal order upon receipt of the settlement payments outlined in Paragraph 3 and the Class Agreement.

6. Affirmations/No Pending Actions. SOLORZANO affirms that he has not filed, he has not caused to be filed, and he is not presently a party to any claim, complaint, charge, or action against EL GUERO in any forum or form other than the Litigation, being settled and dismissed herein. SOLORZANO further affirms that he has been paid all compensation, wages, bonuses, vacation, commissions and/or benefits to which he may be entitled, except as provided in this Agreement. In addition, SOLORZANO affirms that he has not suffered any on-the-job injury for which he has not already filed a claim. SOLORZANO also affirms that he has not been denied any leave of absence for which he was qualified nor has he been discriminated against or retaliated against for taking any leave of absence, including but not limited to leaves pursuant to the Family and Medical Leave Act.

7. Release. SOLORZANO, for himself and his family, heirs, executors, administrators, beneficiaries, trustees, successors, agents, legal representatives and assignees to the fullest extent allowed by law, expressly intends to release through the date this Agreement is executed, and by execution of this Agreement, does hereby release and forever discharge EL GUERO, its affiliates and all of its predecessors, successors, parent and subsidiary corporations, and all of its board members, officers, directors, members, employees (past and present), agents, attorneys, shareholders, and all of its families, heirs, executors, administrators, beneficiaries, trustees, successors and assignees of any of them and any of its insurance companies, of and from any and all judgments, liability, claims, demands, actions or causes of action, suits at law, in equity or otherwise, of whatsoever kind or nature, including but not limited to claims of violation of FMLA or ADA, or any claim or damages arising under common law, any state or federal law which SOLORZANO may now have, hereafter have or claim to have, known or unknown, foreseen and unforeseen damages of any kind or nature, which SOLORZANO may have sustained or may hereafter sustain as a consequence or consequences flowing from, arising out of or in any way related to or resulting from SOLORZANO's employment with EL GUERO and his association with his co-workers, through the date of his execution of this Agreement. SOLORZANO acknowledges that this Agreement includes a release and waiver of any rights and claims that he may have arising under the following:

- The Occupational Safety and Health Act of 1970;
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) *et seq.*, as amended;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001, *et seq.* (except for any vested benefits under any tax qualified benefit plan);

- The Immigration Reform and Control Act, 8 U.S.C. § 1101, *et seq.*;
- The Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213;
- The Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, *et seq.*;
- The Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*;
- The Family and Medical Leave Act, 29 U.S.C. A. § 2601 *et seq.*;
- The Equal Pay Act, 29 U.S.C. § 206;
- The Civil Rights Act of 1991;
- The Rehabilitation Act of 1973, 29 U.S.C. § 701;
- The Illinois Human Rights Act;
- The Illinois Wage Payment and Collection Act;
- The Illinois Minimum Wage Law;
- Laws pertaining to retaliation/discrimination for filing a workers' compensation claim;
- All other federal, state, and local laws pertaining to claims for employment discrimination, discharge, and retaliation arising under common law, any state or federal law;
- Any public policy, contract, tort, or common law; and
- Any basis for recovering costs, fees, or other expenses, including but not limited to attorney's fees.

8. Waiver to Recover Any Additional Money and Damages. SOLORZANO releases and waives all rights to recover any additional money or damages in connection with any lawsuit involving any of the claims, theories or causes of action covered by this Agreement, whether such charge or lawsuit is filed by SOLORZANO, the United States Department of Labor, the Equal Employment Opportunity Commission, the Illinois Department of Human Rights, the Illinois Human Rights Commission, the U.S. District Court, Illinois or State Circuit Court, or any other individual, agency or entity.

9. Right to have attorney review. EL GUERO has advised SOLORZANO to consult, and that he has a right to consult with an attorney before signing this Agreement.

10. No Release of claims accruing following execution. The parties agree and acknowledge that nothing in this Agreement is understood to release or waive potential claims by

SOLORZANO of unlawful employment practice(s) accruing after the date this Agreement is signed.

11. Revocation of Agreement. SOLORZANO may revoke the Agreement for a period of seven (7) calendar days following the date on which he signs the Agreement. The Parties understand and agree that this Agreement shall not become effective or enforceable until the revocation period has expired (the “Effective Date”). In order to revoke that portion of the Agreement, SOLORZANO must submit in writing with the seven (7) calendar day revocation period that “I, JOSE SOLORZANO, hereby revoke my acceptance of our Agreement” by one (1) of the following methods: (1) via hand delivery to MICHAEL R. LUCHSINGER, (2) via certified mail with return receipt requested and postmarked within the seven (7) calendar day revocation period to deliver to MICHAEL R. LUCHSINGER, or (3) via e-mail to MICHAEL R. LUCHSINGER at *mluchsinger@smsm.com*. If SOLORZANO revokes the Agreement, the Agreement should become a nullity.

12. Time to Consider Agreement. This Agreement was provided to SOLORZANO on June 28, 2023. SOLORZANO has 21 days from the date that this Agreement is provided to SOLORZANO, or until July 19, 2023 to consider the Agreement. In the event that SOLORZANO fails to sign and return the executed Agreement to EL GUERO on or before July 19, 2023, EL GUERO may, in their sole discretion rescind this entire Agreement, cancel all terms and conditions, and obtain all amounts paid hereunder.

13. Government Agencies. Nothing in this Agreement prohibits or prevents SOLORZANO from participating, testifying or assisting in any investigation, hearing or other proceeding before any federal, state, or local government agency. However, to the maximum extent permitted by law, SOLORZANO agrees that he will not be entitled to recover any monetary relief or remedies.

14. Hours Worked. SOLORZANO affirms that he has reported all hours worked and identified all activities for which he is entitled to receive commissions, compensation or bonuses of the date this Agreement is executed and has been paid all compensation, wages, overtime, bonuses, commissions, and/or benefits to which he may be entitled and that no other compensation wages, overtime, bonuses, commissions, stock value and/or benefits are due to his.

15. Non-Disparagement and Employment Inquiries.
SOLORZANO and EL GUERO’s board members and executive directors agree that they will make no disparaging comments to anyone concerning each other, or any other EL GUERO representatives, including those individuals released herein, and that any such non-disparagement will expose each of the respective parties to litigation for breach of this Agreement.

17. No Admission of Liability by EL GUERO. SOLORZANO acknowledges that this Agreement does not constitute an admission by EL GUERO of any fault or liability whatsoever, but results solely from the desire of the Parties to expeditiously resolve disputed issues of law and fact, and to save trial costs and further attorneys’ fees, and that EL GUERO denies all allegations of violations of any laws or statutes.

18. Full and Complete Agreement. SOLORZANO and EL GUERO understand and agree that the Payment specifically identified and set forth herein is the entire and only monetary consideration for this Agreement, and it is intended by SOLORZANO and EL GUERO that this

Agreement shall be complete and shall not be subject to any claim of mistake of fact or law by SOLORZANO or EL GUERO, that it expresses a full and complete settlement of liability claimed and denied, and that this Agreement is intended to be a full, final, and complete Agreement of all claims described in the Litigation and described in this Agreement.

19. Severability. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, SOLORZANO and EL GUERO agree that the remaining portion of the relevant paragraphs of this Agreement shall not be affected and shall be given full force and effect.

20. Use of Agreement as Evidence. This Agreement may not be used as evidence in any subsequent proceeding of any kind (without written consent of the Parties hereto), except in a proceeding which either party institutes alleging a breach of this Agreement, or as required by law.

21. Legal Effect of Agreement. SOLORZANO and EL GUERO further acknowledge that it is their choice to execute this Agreement with regard to matters arising out of the Litigation and described in this Agreement and that the content and legal effect of this Agreement have been explained to all the Parties by their counsel to their satisfaction and that they have read and understand this agreement and have freely executed the same.

22. Applicable Law and Forum. This Agreement and all rights, remedies, and obligations hereunder, including, but not limited to, matters of construction, validity, and performance, shall be governed by the laws of the State of Illinois, without regard to conflicts of law principles and whether or not any party is or may hereafter be a resident of another state. The Parties hereby agree that the state and federal courts located in Cook County, Illinois shall have exclusive jurisdiction to resolve any disputes which may arise out of or in connection with this Agreement and that any such proceeding shall be brought in that court.

23. Prior Agreements. This Agreement constitutes the entire agreement among the Parties, and the Parties acknowledge and represent that no promise or inducement not expressed herein has been made to any of them in connection with this Agreement. This Agreement supersedes any prior written or oral agreements and/or understanding between the Parties concerning the subject matter of this Agreement.

24. Modification of Agreement. This Agreement may not be amended, modified or superseded, and any of the terms hereof may be waived only by a written instrument which specifically states that it amends, modifies or supersedes this Agreement, executed by or on behalf of all of the Parties or, in the Litigation of waiver, by or on behalf of the party waiving compliance.

25. Rule of Construction. SOLORZANO and EL GUERO have reviewed and been afforded an opportunity to revise this Agreement. Accordingly, the rule of construction that construes and resolves any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

26. Representation by Counsel and Authorization to Sign Agreement. SOLORZANO and EL GUERO acknowledge that they (1) have had sufficient and reasonable time to consult with an attorney before signing this Agreement; (2) have read this Agreement and have full knowledge of its meaning and consequences; and (3) are voluntarily, freely, and willingly entering into this Agreement by signing it and (4) SOLORZANO understands this agreement in his native language to understand. SOLORZANO and EL GUERO further attest that no other promises or inducements

have been offered for this Agreement, other than those set forth herein, and that they or their designated agent, attorney or representative is legally competent to execute this Agreement and accept full responsibility for it.

27. Signatures, Counterparts, and Copies. The Parties agree that this Agreement may be executed in counterparts and that execution in counterparts shall have the same force and effect as if SOLORZANO and EL GUERO had signed the same instrument. Any signature made and transmitted via facsimile and/or a pdf document in an e-mail for the purposes of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the signing party. It is further agreed that a copy of this Agreement is and shall be construed as valid as the original.

28. Medicare Information.

The parties intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. SOLORZANO understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). SOLORZANO has not been identified as Medicare recipient and EL GUERO hereby expressly represent and warrant that Medicare has not made any payments to or on SOLORZANO's behalf as a result of or in any way related to the injuries alleged in the Claim.

EL GUERO acknowledge, however, that if SOLORZANO received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, SOLORZANO agrees to defend, indemnify, protect and hold harmless EL GUERO from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to SOLORZANO for the injury/injuries alleged in the Claim.

In addition to the Release and Discharge set forth above and in consideration of the payments set forth in this Agreement, SOLORZANO hereby waives any cause of action and/or Private Cause of Action under 42 US Code §1395y (b)(3)(A), and releases and forever discharges EL GUERO from any obligations, from any claim, known or unknown, arising out of the failure of EL GUERO to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

SOLORZANO agrees to indemnify, defend and hold harmless EL GUERO for any claim, loss or payment EL GUERO may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arises out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act which exceed the amounts set forth in the final letters issued by these agencies. The Releasor agrees by this Agreement to waive any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in

connection with or arising as a result of the medical care and treatment rendered to the Releasor regarding the injuries alleged in the Claim.

It is understood and agreed that SOLORZANO will provide EL GUERO, all of the information noted below and all information required for SOLORZANO to properly report this claim to Medicare pursuant to 42 U.S.C. 1395y(b)(8). SOLORZANO further agrees that EL GUERO will provide the information below and all information required under 42 U.S.C. 1395y(b)(8) to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card:

Social Security Number

Address:

Date of Birth:

Medicare Health Insurance Claim
Number (HICN):

Gender:

JOSE SOLORZANO

THIS AGREEMENT AND SETTLEMENT AGREEMENT IS INTENDED TO BE A FULL AND COMPLETE DISPOSITION OF ANY AND ALL CLAIMS OR CAUSES BY JOSE SOLORZANO (AND THE PERSONS IDENTIFIED HEREIN AS “SOLORZANO”) AGAINST EL GUERO DE CREST HILL. THIS AGREEMENT INCLUDES THE FINAL DISPOSITION OF ALL CLAIMS BY JOSE SOLORZANO RELATED TO THIS LITIGATION.

IN WITNESS WHEREOF, **JOSE SOLORZANO** has executed this Agreement and Settlement Agreement on _____, 2023.

JOSE SOLORZANO

EL GUERO DE CREST HILL

By: _____

Name: _____

Its: _____