

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between plaintiff Madisyn Stauffer, (the “Class Representative” or “Plaintiff”), on behalf of herself and all members of the Settlement Class, as defined herein, and defendant Innovative Heights Fairview Heights, LLC (“Innovative Heights”). Each party to this Agreement shall be referred to as a “Party” and collectively as the “Parties.”

RECITALS

1. Plaintiff filed the Action on April 29, 2019.
2. Innovative Heights is a recreational facility/trampoline park located in Fairview Heights, Illinois.
3. Plaintiff alleges that Innovative Heights utilized fingerprint scanners to collect fingerprints of its employees in conjunction with tasks such as clocking in and out of work or accessing the computer system.
4. With respect to Innovative Heights, the Action asserts that Innovative Heights violated the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”), in connection with this scanning of employee fingerprints.
5. On November 21, 2023, the Parties commenced mediation with Frank Neuner, an approved mediator under the Court’s Mediation Plan, who has experience mediating numerous cases, including cases brought under BIPA.
6. The Parties were unable to reach a resolution at the mediation on November 21, 2023; however, thereafter, they continued negotiations and on December 20, 2023, reached agreement on the material terms for a settlement. This Agreement embodies and finalizes that agreement.
7. At all times, the negotiations leading to this Agreement have been adversarial, non-collusive, and at arm’s length.

8. Innovative Heights denies any wrongdoing; does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action; and denies that it has any liability whatsoever, but has agreed to this settlement because of the substantial risk and expense of litigation and the disruption to its business operations.

9. Counsel for Plaintiff and the Settlement Class have conducted a thorough study and investigation of the law and facts relating to the claims that were asserted and that could have been asserted, as well as a thorough study and investigation of the scope and identity of the Settlement Class, and have concluded, taking into account the benefits of this settlement, as defined below, and the risks and delays of further litigation, that this settlement is fair and reasonable and in the best interests of the Settlement Class.

10. The Parties wish to settle the Action, effect a compromise, and terminate the Action against Innovative Heights. As provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, and subject to approval of the Court, all claims only against Innovative Heights in the Action shall be settled and compromised upon the terms and conditions contained herein.

AGREEMENT

A. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following terms set forth in this Section have the following meanings throughout this Settlement Agreement:

1. **“Innovative Heights”** or **“Defendant”** means Innovative Heights Fairview Heights, LLC.

2. “**Action**” or “**Litigation**” means *Stauffer v. Innovative Heights Fairview Heights, LLC, et al.*, No. 3:20-cv-00046-MAB, currently pending in the United State District Court for the Southern District of Illinois.

3. “**Agreement**” or “**Settlement Agreement**” means this Settlement Agreement and all its attachments and exhibits.

4. “**Award**” means the per-person portion of the Net Settlement Fund distributed to each person in the Settlement Class, the amount of which is to be determined as set forth herein.

5. “**Class Counsel**” means Kevin P. Green, Richard S. Cornfeld, Daniel S. Levy, and Thomas C. Horscroft of Goldenberg, Heller, & Antognoli, P.C., who represent Plaintiff and the Settlement Class.

6. “**Court**” means the U.S. District Court for the Southern District of Illinois.

7. “**Days**” means, for a period expressed in “days,” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or federal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or federal holiday.

8. “**Defendant’s Counsel**” means Glenn E. Davis and Charles N. Insler of Hepler Broom LLC, who represent Innovative Heights, or any subsequently identified counsel for Innovative Heights.

9. “**Effective Date**” means the date on which the Final Judgment becomes final. “Final” as applicable to the Final Judgment means:

- (a) If no appeal is taken, at the expiration of the time period allowed for appeal;
- or

(b) If any appeal is taken, on the date on which all appeals, including petitions for rehearing or reargument, petitions for review and petitions for certiorari or any other form of further review, have been finally disposed of in a manner resulting in affirmance of all the material provisions of the Final Order and Judgment.

10. “Email Notice” means the email to be sent to each person on the Innovative Heights Class List for whom the Settlement Administrator has an email address pursuant to Section F hereof, as mutually agreed by the parties and approved by the Court in substantially the same form as Exhibit 5.

11. “Fee Application” means Class Counsel’s application to the Court for attorneys’ fees and Rule 54 and 23 Costs, and the Service Award, which shall be filed within sixty (60) days after the Preliminary Approval Date.

12. “Fee Award” means the Court’s award of attorneys’ fees, costs, and any Service Award pursuant to the Fee Application.

13. “Final Approval” means the Court’s entry of its Final Judgment granting final approval of this Agreement.

14. “Final Approval Hearing” means the hearing before the Court for Final Approval as required by Federal Rule of Civil Procedure 23(e).

15. “Final Judgment” means the Court’s Final Order and Judgment that is substantially consistent with this Agreement in the form attached as Exhibit 2 hereto. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Judgment includes all such orders.

16. “Innovative Heights Class” means the 244 persons specifically identified in the Innovative Heights Class List who have been identified by name and contact information during discovery as having scanned one or more fingers into a computer system at Innovative Heights at any time from April 29, 2014, through the Preliminary Approval Date. Excluded from the Innovative Heights Class are the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

17. “Innovative Heights Class List” means the list of persons in the Innovative Heights Class, set forth in Exhibit 3 hereto, and as described in Section F.1 herein.

18. “Innovative Heights Class List Contact Information” means the document(s) and/or data file(s) containing the addresses, and, if available, phone number and email addresses, of the persons on the Innovative Heights Class List.

19. “Mailed Notice” means the document to be sent to each person on the Innovative Heights Class List for whom the Settlement Administrator has a postal address pursuant to Section F hereof, as mutually agreed by the parties and approved by the Court in substantially the same form as Exhibit 4.

20. “Net Settlement Fund” means the Settlement Amount less the Fee Award, Service Award, Settlement Administration Expenses, and any taxes described in Section E.3.

21. “Objection Deadline” means the date sixty (60) days after the Settlement Notice Date by which any Settlement Class member must file and serve a written statement objecting to this Agreement, to the Fee Application, or to any proposed Service Award to the Class Representative. The Objection Deadline shall also be the deadline for a Settlement Class member to file a written notice of intention to appear and for any counsel intending to represent a Settlement Class member to file an entry of appearance.

22. **“Opt-Out Deadline”** means the date sixty (60) days after the Settlement Notice Date by which a Request for Exclusion must be postmarked.

23. **“Opt-Out List”** means the list created by the Settlement Administrator identifying all persons who have opted-out of the Agreement by submitting a timely and proper Request for Exclusion.

24. **“Plaintiff”** or **“Class Representative”** means Plaintiff Madisyn Stauffer.

25. **“Preliminary Approval”** means the Order entered by the Court granting Preliminary Approval of this Agreement, in substantially the same form as Exhibit 1 hereto.

26. **“Preliminary Approval Date”** means the date on which the Court enters its Order granting Preliminary Approval.

27. **“Released Parties”** means Innovative Heights Fairview Heights, LLC, and each and all of its predecessors, successors, parents, subsidiaries and related entities, and each and all of its present and former officers, directors, employees, attorneys, insurers, and each and all of its successors, heirs, and assigns, jointly and severally. Defendants Sky Zone Franchise Group, LLC and Pathfinder Software, LLC are not Released Parties under this Agreement.

28. **“Request for Exclusion”** means a request to be excluded from the Agreement, submitted in accordance with Section G hereof.

29. **“Service Award”** means the award to the Class Representative, to be determined by the Court, as a service payment for the time and resources she has put into representing the Settlement Class members.

30. **“Settlement Administration Expenses”** means all costs incurred in connection with services provided by the Settlement Administrator, or other parties, in connection with this

Agreement, including services required for notice and administration of the settlement, and all other services required to effectuate this Agreement.

31. “Settlement Administrator” means Atticus Administration, LLC. Class Counsel and Innovative Heights may, by agreement, substitute a different organization as Settlement Administrator, subject to approval by the Court if the Court has previously approved the Agreement preliminarily or finally. Either Class Counsel or Innovative Heights may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the Settlement Administrator.

32. “Settlement Amount” means a common fund of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), which shall be used to pay the: (i) Settlement Class; (ii) Fee Award; (iii) Service Award; (iv) Settlement Administration Expense; and (v) any taxes as described in Section E.3.

33. “Settlement Class” means all persons in the Innovative Heights Class who do not timely and properly opt out of this Agreement pursuant to the procedures set forth herein.

34. “Settlement Escrow” means an account established by the Settlement Administrator to hold the Settlement Amount paid by Innovative Heights under Section C hereof, and from which amounts due pursuant to this Agreement will be paid.

35. “Settlement Notice” means collectively the settlement notices approved by the Court, including the Mailed Notice, the Email Notice, and the Text Notice.

36. “Settlement Notice Date” means the date set by the Court by which the Settlement Administrator is to send the Settlement Notice pursuant to Section F.5(b)-(d) hereof.

37. “**Settlement Website**” means the website created by the Settlement Administrator pursuant to Section F.5(a) hereof.

38. “**Text Notice**” means the text message to be sent to each person on the Innovative Heights Class List for whom the Settlement Administrator has a phone number pursuant to Section F hereof, as mutually agreed by the parties and approved by the Court in substantially the same form as Exhibit 6.

B. THE SETTLEMENT CLASS AND PRELIMINARY APPROVAL

1. Settlement Class Certification. For settlement purposes only, the Parties agree that the Court may certify the Settlement Class in this Action pursuant to Federal Rule of Civil Procedure 23(b)(3). Plaintiff shall seek certification of the Settlement Class in connection with the motion for preliminary approval of this settlement. Innovative Heights agrees not to contest certification of the Settlement Class but reserves its rights to contest any motion to certify a class for trial.

2. Preliminary Approval. As soon as practicable following the execution of this Agreement, Plaintiff shall move the Court for an order under Rule 23(e) substantially in the form of Exhibit 1 hereto:

- (a) preliminarily approving this Agreement;
- (b) certifying the Settlement Class;
- (c) approving the Parties’ selection of the Settlement Administrator;
- (d) approving the Settlement Notice and notice plan described herein;
- (e) approving the Opt-Out Deadline and Objection Deadline; and
- (f) setting a Final Approval Hearing date.

A motion for Final Approval will be filed after the Opt-Out/Objection Deadline and at least fourteen (14) days prior to a Final Approval Hearing, or as otherwise directed by the Court. In the

event that Final Approval is not achieved for whatever reason or the Effective Date does not otherwise occur, the Court's orders contemplated by this Section shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity for any purpose in the Action or otherwise. In the event that Final Approval is not achieved, the Parties shall meet and confer within seven (7) days of the Court's Order denying approval to engage in good faith efforts to address concerns raised by the Court. Within fourteen (14) days of this good-faith conference or such time as the Court may direct, the Parties shall file a revised version of this settlement agreement with the Court in an attempt to address the Court's concerns.

C. THE SETTLEMENT RELIEF

Innovative Heights agrees to pay the Settlement Amount of \$285,000.00, which shall be used to pay the: (i) Settlement Class; (ii) Fee Award; (iii) Service Award; (iv) Settlement Administration Expenses; and (v) any taxes as described in Section E.3. Members of the Innovative Heights Class will not be required to submit a Claim Form to receive an Award. After the Opt-Out Deadline has expired, the Innovative Heights Class members who have not opted out will constitute the Settlement Class, each of whom receive a *pro rata* amount of the Net Settlement Fund. Accordingly, there will be no unused portion of the Net Settlement Fund. No portion of the Settlement Amount or Net Settlement Fund will revert to Innovative Heights unless this Agreement is terminated under the terms stated herein.

D. COURT APPOINTMENT AND RETENTION OF SETTLEMENT ADMINISTRATOR

The Parties agree to propose that the Court appoint Atticus Administration LLC as the Settlement Administrator. The Settlement Administrator will facilitate the notice process by assisting the Parties and providing professional guidance in the implementation of the notice. The Settlement Administrator shall administer: (a) the notice plan described herein and directed by the

Court; (b) the Opt-Out and Objection Process set forth herein; and (c) the receipt and distribution of all payments required by this Agreement pursuant to the schedules set forth herein, or as otherwise directed by the Court.

E. THE SETTLEMENT FUND

1. Consideration. In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases set forth in Section J, and the dismissal of the claims against Innovative Heights in the Action upon Final Approval, Innovative Heights agrees to pay the Settlement Amount into the Settlement Escrow.

2. Deposit into Settlement Escrow. Within ten (10) days after the Preliminary Approval Date, Innovative Heights will deposit the Settlement Amount into the Settlement Escrow pursuant to the payment instructions of the Settlement Administrator.

3. Qualified Settlement Fund. The funds in the Settlement Escrow shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Settlement Escrow. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Escrow or otherwise, including any taxes or tax detriments that may be imposed upon Innovative Heights, Defendant’s Counsel, Plaintiff and/or Class Counsel with respect to income earned by the Settlement Escrow for any period during which the Settlement Escrow does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise (collectively “Taxes”), shall be paid out of the Settlement Escrow. Innovative Heights and Defendant’s Counsel and Plaintiff and Class Counsel shall have no liability or responsibility for any of the Taxes. The Settlement Escrow shall indemnify and hold Innovative Heights and Defendant’s Counsel and Plaintiff and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).

4. Use of Settlement Amount. The Settlement Amount shall be used for the following purposes:

- (a) Payments to the Settlement Class;
- (b) Payment of any Settlement Administration Expense;
- (c) Payment of the Court-ordered Fee Award;
- (d) Payment of all Taxes as set forth in Paragraph E.3; and
- (e) Payment of any other fees, costs and expenses not specifically enumerated in Subparagraphs (a) through (e) of this Paragraph, subject to approval of Class Counsel, Defendant's Counsel, and the Court.

5. No Reversion. No portion of the Settlement Amount shall revert to Innovative Heights, except where the Settlement Agreement is terminated as described herein. In no event shall Innovative Heights be required to pay more than the Settlement Amount in connection with this Settlement.

F. NOTICE

1. Preparation of Innovative Heights Class List. The Parties acknowledge and agree that they have used best efforts to compile the Innovative Heights Class List and Innovative Heights Class List Contact Information in good faith based on documents and information produced in discovery.

2. Production of Class List Contact Information to Settlement Administrators. Within five (5) days after Preliminary Approval, Class Counsel will provide the Settlement Administrator with the Innovative Heights Class List Contact Information. The Parties and the Settlement Administrator will agree that the Settlement Administrator will maintain the Innovative Heights Class List Contact Information in a confidential manner.

3. Forms of Notice. The form of the notices for the Innovative Heights Class are attached hereto as Exhibits 4-6, subject to Court modification and approval.

4. Methods of Notice.

(a) **Settlement Website.** Within seven (7) days after the Preliminary Approval Date, the Settlement Administrator will create the Settlement Website (www.InnovativeHeightsBIPAsettlement.com), which will include links to the Settlement Notice, the Settlement Agreement, the Claim Form, the Fee Application, Class Counsel's contact information, applicable deadlines, and orders of the Court pertaining to the settlement. Class Counsel and Defendant's Counsel shall jointly approve any additional content in advance of posting on the Settlement Website.

(b) **Mailed Notice.** Within twenty-one (21) days after the Preliminary Approval Date, the Settlement Administrator will send via U.S. mail, postage prepaid, the Mailed Notice to each individual identified on the Innovative Heights Class List. Prior to sending notice, the Settlement Administrator will process the address of each person identified in the Innovative Heights Class List through the U.S. Postal Service's National Change of Address database (the "Address Database"). The notice will be mailed to the last known address reflected in the Innovative Heights Class List Contact Information unless a different address is listed in the Address Database, in which case the notice will be mailed to the address listed in the Address Database. For up to thirty-five (35) days after the Settlement Notice Date, the Settlement Administrator will re-mail notice via standard U.S. Mail, postage prepaid, to any updated addresses to the extent that it receives address change notifications from the U.S. Postal Service or pursuant to a request from a person on the Innovative Heights Class List.

(c) **Email Notice.** Within twenty-one (21) days after the Preliminary Approval Date, the Settlement Administrator will email the Email Notice to each person on the Innovative

Heights Class List whose email address is identified in the Innovative Heights Class List Contact Information.

(d) **Text Message Notice.** Within twenty-one (21) days after the Preliminary Approval Date, the Settlement Administrator will send the Text Notice to each person on the Innovative Heights Class List whose phone number is identified in the Innovative Heights Class List Contact Information.

G. OPT-OUT RIGHTS

1. Right to Opt Out of Agreement. An Innovative Heights Class member shall have the right to opt out of this Settlement Agreement on or before the Opt-Out Deadline by following the procedures set forth in this Section. All persons who timely and properly opt out of the Settlement Agreement shall not: (1) be bound by any orders or judgments entered in this Action; (2) be entitled to relief under or be affected by this Settlement Agreement; (3) gain any rights or release any claims by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement. Except for those persons who have timely and properly opted out, all other Innovative Heights Class members will be members of the Settlement Class for all purposes under this Settlement Agreement.

2. Procedures for Opting Out. In order to exercise the opt-out right, the person must execute and submit (by mail or email) a written Request for Exclusion to the Settlement Administrator postmarked or emailed on or before the end of the Opt-Out Deadline. A Request for Exclusion must include the person's present name, address, telephone number, and email address, a clear and unequivocal statement that the person wishes to be excluded from the Settlement Agreement, and the actual or digital signature of the person or, only in the case of a person who is deceased or incapacitated, the signature of the person's legally authorized representative. A Request for Exclusion shall apply only to the individual who submits the valid

Request for Exclusion. No Request for Exclusion may be made on behalf of a group of persons. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with copies of each completed Request for Exclusion within five (5) days of receipt.

3. Revocation of Request for Exclusion. Any person who timely submits a Request for Exclusion may, prior to the Opt-Out Deadline, submit to the Settlement Administrator a written revocation of the Request for Exclusion, such revocation to simply bear the person's name, address, signature, and a statement of the person revoking the prior Request for Exclusion.

4. Non-Solicitation of Opt-Outs. Neither Innovative Heights nor the Class Representative, nor their respective counsel will encourage any person to opt out of the Settlement Agreement.

5. List of Class Members Timely Electing to Opt Out. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Opt-Out List and a list of the Settlement Class to Class Counsel and Defendant's Counsel.

H. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

1. Procedure for Objections. Only Innovative Heights Class members who do not timely submit a valid Request for Exclusion may object to the Settlement Agreement, Fee Application, or any payment identified herein or related to this Agreement. Any Innovative Heights Class member who wishes to object must file a written objection with the Court and serve the objection on Class Counsel and Defendant's Counsel on or before the Objection Deadline. To be valid, objections must be filed with the Clerk of Court, 750 Missouri Avenue, East St. Louis, IL 62201. Any objections made by a Settlement Class member who is represented by counsel must be filed through the Court's CM/ECF system. Any objections by Settlement Class members representing themselves that are filed in paper form will be placed on the docket by the Clerk of Court.

2. Content of Objections. Written objections must include: (i) the objector's name, address, telephone number, and email and, if represented by counsel, the name, address, and telephone number of his or her counsel; (ii) a statement of each objection; (iii) a written brief detailing the specific basis for each objection, including any legal and factual support the objector wishes to bring to the Court's attention and any evidence the objector wishes to introduce in support of the objection; and (iv) the objector's handwritten signature. No objection may be made on behalf of a group of Settlement Class members.

3. Waiver of Objection. Settlement Class members who fail to file and to serve timely written objections in the manner and by the deadline specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, Fee Application, or any payment identified herein or awarded by the Court.

4. Notice of Appearance. Any Settlement Class member who files and serves a written objection satisfying the requirements of this Section may appear at the Final Approval Hearing, either in person or through personal counsel hired at the Settlement Class member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement Agreement. Settlement Class members, or their attorneys, intending to make an appearance at the Final Approval Hearing must deliver to Class Counsel and Defendant's Counsel and have file-marked by the Court, on or before the Objection Deadline, a Notice of Intention to Appear. The Notice of Intention to Appear must: (i) state how much time the Settlement Class member anticipates needing to present the objection; (ii) identify, by name, address, telephone number all witnesses the Settlement Class member proposes to have testify; (iii) summarize in detail the

anticipated testimony of all such witnesses; (iv) identify all exhibits the Settlement Class member intends to offer in support of the objection; and (v) attach complete copies of all such exhibits.

5. Non-Solicitation of Objections. Neither Innovative Heights nor the Class Representative, nor their respective counsel, will encourage any person to file an objection.

I. ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT AMOUNT

1. Net Settlement Fund.

(a) **Amount.** Each member of the Settlement Class shall receive a distribution in the amount of a *pro rata* share of the Net Settlement Fund. Within thirty (30) days after the Court enters Final Approval, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel an accounting of the Settlement Escrow, a calculation of the Net Settlement Fund, and a calculation of the Award.

(b) **Timing.** Within fourteen (14) days after the Effective Date, the Settlement Administrator will distribute the Net Settlement Fund to the Settlement Class.

(c) **Mailing of Settlement Awards.** Payments will be made to the Settlement Class by loading the amount of the Award onto a prepaid plastic card (issued by Mastercard) that can be used like a debit card. To access the money on the card, the recipient need only activate the card by dialing a phone number or visiting a website that will be provided on the card. The prepaid cards will be mailed by the Settlement Administrator with a statement indicating that it is from a settlement of the Action. The cards will be sent to the addresses that the Settlement Administrator identifies as valid Settlement Class member addresses.

(d) **Returned Cards.** If any Settlement Class member's payment card is returned by the U.S. Postal Service as undeliverable, neither the Settlement Administrator, Innovative Heights, Defendant's Counsel, nor Class Counsel shall have any further obligations to the Settlement Class member, except that:

i. within 75 days after the Effective Date, for any card returned by the U.S. Postal Service bearing a forwarding address, the Settlement Administrator will mail the card to the forwarding address;

ii. within 75 days after the Effective Date, for any card returned by the U.S. Postal Service without a forwarding address, the Settlement Administrator will use publicly available databases as is practicable to update Settlement Class members' addresses and will cause the card to be re-mailed to such Settlement Class members as can be located;

iii. the Parties agree that all Settlement Class members waive and abandon any ownership interest in any returned and undeliverable cards or cards that are returned as undeliverable more than 75 days after the Effective Date, and further agree that no obligation has been generated or proven with respect to such returned or undeliverable cards.

(e) **Tax Treatment.** For income tax purposes, the Parties agree that, if required by law, settlement awards to the Settlement Class members shall be allocated as non-wage income and shall not be subject to required withholdings and deductions. If required by IRS regulations, the Settlement Administrator shall issue to each Settlement Class member an IRS Form 1099. Other than the reporting requirements herein, Settlement Class members 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 Agreement.

(f) **Distribution of Undeliverable Cards.** The Parties agree to request Court approval of a *cy pres* recipient of any prepaid cards that are returned and undeliverable (as set forth in I.1.d.i. and ii above) (the "Undeliverable Cards"). The Parties agree to propose Land of Lincoln Legal Assistance Foundation, Inc. 8787 State Street, Suite 201, East St. Louis, Illinois, as the *cy pres* recipient. On or before 100 days after the Effective Date, but no earlier than 76 days after the

Effective Date, the Settlement Administrator will deliver all the Undeliverable Cards to the *cy pres* recipient, with a cover letter indicating that it is a *cy pres* distribution from the settlement of the Action.

2. Settlement Administration Expenses. The Settlement Amount will be utilized to pay the Settlement Administration Expenses. The Parties, in consultation with the Settlement Administrator, estimate this amount to be approximately \$11,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement Agreement. The Settlement Administrator will provide Class Counsel and Defendant's Counsel monthly invoices for all services rendered and may distribute from the Settlement Escrow the full amount of each invoice within seven (7) days after submitting such invoice if no objection is raised to the charges listed on the invoice. Within seven (7) days after the Court enters Final Approval, the Settlement Administrator will provide Class Counsel and Defendant's Counsel its good faith estimate of all outstanding and future Settlement Administration Expenses, which shall be deemed conclusively established if no objection is raised within seven (7) days after receipt. The estimated amount shall be deducted from the Settlement Amount in calculating the Net Settlement Fund. The Parties and the Settlement Administrator agree to work in good faith to timely resolve any disputes related to the Settlement Administrator's invoices and/or estimates, and shall seek judicial intervention only as a last resort.

3. Attorneys' Fees and Costs. Class Counsel will file its Fee Application no later than sixty (60) days after the Preliminary Approval Date. The Fee Award will be paid from the Settlement Amount. In the event the Court does not approve the award of attorney fees and litigation expenses requested by Class Counsel, or the Court awards an amount less than that

requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement Agreement and shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. The Parties agree that Class Counsel may file a supplement to the Fee Application up to seven days (7) before the Final Approval Hearing to provide the Court updated information and/or to address issues raised in an objection. The Settlement Administrator will deliver the Court's Fee Award to Class Counsel within fourteen (14) days after the Effective Date.

4. Service Award. As part of its Fee Application, Class Counsel will seek the Court's approval of a "Service Award" for the Class Representative, to be paid from the Settlement Amount, for her time and effort spent conferring with Class Counsel, pursuing the Action in her own name, and recovering compensation on behalf of the Settlement Class. In the event the Court does not approve the Service Award requested by Class Counsel, or the Court awards an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement Agreement and shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Any Service Award shall be allocated as non-wage income and shall not be subject to required withholdings and deductions and shall be reported as non-wage income as required by law. The Settlement Administrator will deliver the Court's Service Award to Class Counsel within fourteen (14) days after the Effective Date.

5. Accounting. In addition to the accounting described above, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel an accounting of the Settlement Escrow 60, 100, and 120 days after the Effective Date, as well as on the date that the Settlement Administrator's services are concluded.

J. RELEASE

For and in consideration of the Settlement Amount and other consideration, and the mutual promises contained in this Settlement Agreement, Plaintiff and all Settlement Class members, and

their respective agents, heirs, executors, administrators, successors, assigns, guardians and representatives, fully and finally release, as of the Effective Date, the Released Parties from any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability whether liquidated or unliquidated, whether known or unknown, that were or could have been asserted in the Action, or are based on or in any way related to Innovative Heights' conduct as alleged in the Action, and arising in any way from Innovative Heights' collection, retention, storage, possession, disclosure, use or destruction of fingerprints or data derived from fingerprints between April 29, 2014 and the Preliminary Approval Date. The scope of this release shall not extend to any claims against Sky Zone Franchise Group, LLC, and/or Pathfinder Software, LLC.

K. NO ADMISSION

Innovative Heights denies liability for the claims asserted in this Action. Neither the Settlement documents nor any other item pertaining to the Settlement Agreement contemplated herein shall be offered in any other case or proceeding as evidence of any admission by Innovative Heights of any liability with respect to any claim for damages or other relief, or of any admission by Plaintiff that she would not have prevailed on liability on any of her claims. Any stipulation or admission by Innovative Heights or Plaintiff contained in any document pertaining to the Settlement Agreement is made for settlement purposes only. In the event this Agreement is not finally approved, nothing contained herein shall be construed as a waiver by Innovative Heights that class certification is not appropriate or is contrary to law in this Action or any other case or proceeding, or by Plaintiff that class certification is appropriate, in this case or any other case or proceeding.

L. DISMISSAL OF CLAIMS AGAINST INNOVATIVE HEIGHTS IN THE ACTION

The Class Representative, on behalf of herself and the Settlement Class consents to the dismissal with prejudice of all claims against Innovative Heights asserted in the Action at the time of entry of the Final Judgment as set forth in the next sentence. The Parties hereby stipulate to the entry of the Final Judgment in a form substantially the same as Exhibit 2 following Final Approval of the Settlement Agreement by the Court.

M. ADDITIONAL MATTERS

1. Notice to Parties or Counsel. Any communication, verification, or notice sent by any Party or their counsel in connection with this Settlement Agreement shall be effected by personal delivery, regular first class mail, email, and/or overnight courier as follows:

To Plaintiff:

Madisyn Stauffer
c/o Kevin P. Green
Richard S. Cornfeld
Goldenberg Heller & Antognoli, P.C.
2227 South State Route 157
Edwardsville, IL 62025
kevin@ghalaw.com
rick@ghalaw.com

To Innovative Heights:

Innovative Heights Fairview Heights, LLC
c/o Charles N. Insler
Hepler Broom LLC
701 Market Street, Suite 1400
St. Louis, MO 63101
cni@heplerbroom.com

2. CAFA Notice. Innovative Heights shall comply with all requirements of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, relating to this Settlement Agreement. No later than thirty (30) days prior to the Final Approval Hearing, Innovative Heights shall file with the Court a certification of date upon which CAFA notice was served on the appropriate federal and state officials.

3. Best Efforts. The Parties and their respective counsel agree that the terms of the Settlement Agreement are fair and reasonable and reflect a good-faith settlement of disputed claims. The Parties and their respective counsel shall reasonably cooperate with each other and

use their best efforts to perform all of the terms of this Settlement Agreement and to effect its prompt consummation consistent with its terms.

4. Termination of Agreement. This Settlement Agreement shall be deemed terminated if there is no Effective Date.

5. Admissibility. The term sheet, this Settlement Agreement, any drafts of the term sheet or Settlement Agreement, or any other documents relating to the implementation of this Settlement Agreement or the term sheet, shall not be admissible or discoverable in this or another case, proceeding, or cause, except as otherwise provided herein to enforce the terms of this Settlement Agreement in this Action, or to effectuate the settlement.

6. Entire Agreement. This Settlement Agreement sets forth the entire agreement between the Parties with respect to its subject matter and the Parties expressly acknowledge that no other agreements or understandings unexpressed in this Settlement Agreement exist between them relating to the subject matter hereof.

7. Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.

8. Time Periods. The time periods and dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and Defendant's Counsel.

9. Binding Effect. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

10. Construction. This Settlement Agreement shall be deemed to have been drafted equally by Class Counsel and Defendant’s Counsel and no rule of strict construction shall be applied against or in favor of any of the Parties.

11. Governing Law. This Settlement Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

12. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall be deemed a single agreement. The Agreement may be executed by verified electronic signature, including via DocuSign. For purposes of this Settlement Agreement, a facsimile copy shall constitute an original signature and shall have the same binding effect as an original.

13. Exhibits. The exhibits to this Settlement Agreement are:

Exhibit 1 – Proposed Preliminary Approval Order

Exhibit 2 – Proposed Final Judgment

Exhibit 3 – Innovative Heights Class List

Exhibit 4 – Mailed Notice

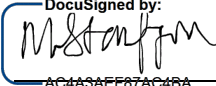
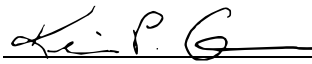
Exhibit 5 – Email Notice

Exhibit 6 – Text Notice

N. EXECUTION

The undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by the last of all of the undersigned.

[This portion of the page intentionally left blank]

<p>MADISYN STAUFFER, Plaintiff/ Class Representative</p> <p>DocuSigned by:  AC4A3AEF07AC48A... Madisyn Stauffer</p> <p>Date: 3/4/2024</p> <p>GOLDENBERG HELLER & ANTOGNOLI, P.C., Counsel for Plaintiff and the Settlement Class</p> <p>By:  Kevin P. Green Richard S. Cornfeld Daniel S. Levy Thomas C. Horscroft</p> <p>Date: 3/4/2024</p>	<p>INNOVATIVE HEIGHTS FAIRVIEW HEIGHTS, LLC, Defendant</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Hepler Broom LLC, Counsel for Innovative Heights Fairview Heights, LLC</p> <p>By: _____ Charles N. Insler</p> <p>Date: _____</p>
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<p>MADISYN STAUFFER, Plaintiff/ Class Representative</p> <p>_____</p> <p>Madisyn Stauffer</p> <p>Date: _____</p>	<p>INNOVATIVE HEIGHTS FAIRVIEW HEIGHTS, LLC, Defendant</p> <p>By: <u>Ben G L</u></p> <p>Title: <u>Member</u></p> <p>Date: <u>3/4/24</u></p>
<p>GOLDENBERG HELLER & ANTOGNOLI, P.C., Counsel for Plaintiff and the Settlement Class</p> <p>By: _____</p> <p>Kevin P. Green Richard S. Cornfeld Daniel S. Levy Thomas C. Horscroft</p> <p>Date: _____</p>	<p>Hepler Broom LLC, Counsel for Innovative Heights Fairview Heights, LLC</p> <p>By: <u>[Signature]</u></p> <p>Charles N. Insler</p> <p>Date: <u>3/4/2024</u></p>