

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Urban Holiday Management, LLC d/b/a Bedderman Lodging (“Defendant”), and Ugoma Ugho (“Plaintiff”), individually and on behalf of the Settlement Class, in the case of *Ugoma Ugho v. Urban Holiday Management LLC, d/b/a Bedderman Lodging*, Case No. 2021-CH-000151 in the Circuit Court of Cook County, Illinois, County Department, Chancery Division (the “Litigation”). Defendant and Plaintiff are each referred to herein as a “Party” and are collectively referred to as the “Parties.”

### **I. FACTUAL BACKGROUND AND RECITALS**

1. On January 12, 2021, after an extensive pre-filing investigation, Plaintiff Ugoma Ugho filed a class action lawsuit against Defendant alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”) in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

2. The Parties thereafter commenced settlement negotiations after Defendant provided Plaintiff’s counsel early confirmatory discovery regarding potential class size.

3. Following extensive arms-length negotiations, the Parties have negotiated a settlement that, if approved by the Court, will resolve all claims arising under BIPA that Plaintiff and members of the Settlement Class (defined below) have or may have had against Defendant and its related and affiliated entities, through the date on which the Parties sign this Agreement. Defendant has represented that 126 of Defendant’s employees utilized the Time-Keeping System, as defined herein, between January 12, 2016 and the date the class action lawsuit was filed.

4. Following arms-length negotiations, the Parties now seek to enter into this Settlement Agreement to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

5. Plaintiff and Class Counsel conducted an extensive investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set

forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing (1) the existence of contested issues of law and fact, (2) the risks inherent in litigation, (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement, (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever, and (5) the Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members. Defendant denies and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or members of the Settlement Class (as defined below) presently have asserted in this Litigation or may in the future assert. Despite Defendant's belief that they are not liable for, and have good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

6. Thus, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Releasees of the Released Claims, without costs as to Releasees, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

## **II. DEFINITIONS**

The following terms, as used in this Agreement, have the following meanings:

7. “Administrative Expenses” shall mean all expenses associated with the administration of the Settlement by the Settlement Administrator, including but not limited to costs in providing notice of the Settlement to the Settlement Class, communicating with and assisting Settlement Class Members in the notice and disbursement processes, and disbursing Settlement Shares to the proposed Settlement Class Members and any Court-approved Service Award to the Class Representative and any Court-approved Fee Award to Class Counsel.

8. “Class Counsel” shall mean Hedin, LLP.

9. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

10. “Court” shall mean the Circuit Court of Cook County, Illinois, County Department, Chancery Division and the Honorable Caroline K. Moreland , the presiding Judge.

11. “Defendant” shall mean Urban Holiday Management, LLC d/b/a Bedderman Lodging.

12. “Defendant’s Counsel” shall mean David Ben-Dov and Margherita M. Albarello of Golan, Christie, Taglia, LLP.

13. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.

14. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of a Fee Award and Service Award.

15. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

16. “Final” means the Final Approval Order has been entered on the docket and the time to appeal from such Order has expired and no appeal has been timely filed or, if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order in all material respects.

17. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a final order to be entered by the Court approving the Settlement

Agreement, approving the Fee Award to Class Counsel, and approving the Service Award to the Class Representative.

18. “Final Approval Order” shall mean an order entered by the Court that:
  - i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
  - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
  - iii. Dismisses the Plaintiff’s and the Settlement Class’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
  - iv. Approves the Release as set forth herein and orders that, as of the Effective Date, the Released Claims will be released as to Releasees;
  - v. Reserves jurisdiction over the Settlement and this Agreement; and
  - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of a final order with respect to the foregoing.

19. “Notice” means the direct notice of this proposed Settlement, which is to be directly provided via U.S. Postal Mail and email (where available) to each Settlement Class Member substantially in the manner set forth in this Agreement and Exhibit A hereto, and is consistent with the requirements of Due Process.

20. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately sixty (60) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

21. “Parties” shall mean collectively Defendant and Plaintiff.

22. “Plaintiff” or “Class Representative” shall mean the named plaintiff in the Litigation, Ugoma Ugho.

23. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing Plaintiff’s counsel as Class Counsel, appointing Analytics Consulting, LLC (“Analytics”) as the Settlement Administrator, and directing the Settlement Administrator to disseminate the Notice to the Settlement Class substantially in the form set forth in this Agreement.

24. “Released Claims” shall mean any and all claims of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, both known and unknown, against any of the Releasees, that have been or could have been asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, or common law and any statutory claims), by or on behalf of the Releasers, including, but not limited to, against Releasees arising out of the alleged capture, collection, storage, possession, transmission, conversion, and/or other use of biometric identifiers and/or biometric information in connection with the Time-Keeping System used by Defendant, including but not limited to claims brought under 740 ILCS § 14/10, *et seq.* (“BIPA”).

25. “Releasees” shall mean Defendant and its past and present, direct and indirect parents and subsidiaries, predecessors, successors, affiliates, holding companies, brands, employees, agents, board members, shareholders, directors, officers, managers, employees, assignors, attorneys, representatives, insurers, reinsurers, and all related and affiliated parent or subsidiary companies and divisions, and assigns.

26. “Releasers” shall mean Plaintiff and Settlement Class Members, and to each of their predecessors, successors, heirs, agents, attorneys, trusts, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

27. “Service Award” shall mean the amount of money awarded by the Court to the Class Representative for undertaking the responsibility of prosecuting and resolving this Litigation on behalf of the Settlement Class.

28. “Settlement Administrator” means, subject to Court approval, Analytics, the entity mutually selected and supervised by the Parties to administer the Settlement.

29. “Settlement Class” shall mean “All individuals who used the Time-Keeping System at Defendant’s hotel properties within the State of Illinois between January 12, 2016 and January 12, 2021.”

30. “Settlement Class Member” shall mean each member of the Settlement Class, as defined herein, who does not timely elect to be excluded from the Settlement Class, including Plaintiff.

31. “Settlement Fund” means a non-reversionary cash settlement fund to be established by Defendant in the amount of two hundred fourteen thousand, two hundred dollars and 00/100 cents (\$214,200.00).

32. “Settlement Share” shall mean a Class Member’s pro-rata share of the Settlement Fund after payment of (i) any Court-approved Service Award to the Class Representative; (ii) any Court-approved Fee Award to Class Counsel; and (iii) the Administrative Expenses to the Settlement Administrator.

33. “Settlement Website” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement for Settlement Class Members to review, including electronic copies of the Settlement Agreement and all exhibits thereto, all Court orders and other documents related to the Settlement, and the Fee and Expense Application filed by Class Counsel. The Settlement Website shall also contain web-based forms for Settlement Class Members to submit requests for exclusion from the Settlement, to submit change-of-address requests, and to request that payment of a Settlement Share be made electronically to an electronic wallet acceptable to the Settlement Administrator. The URL of the Settlement Website shall be [www.beddermanbiometricssettlement.com](http://www.beddermanbiometricssettlement.com)

34. “Time-Keeping System” shall mean time-keeping technology used by Defendant, at any time from January 12, 2016 through January 12, 2021, that allegedly utilized scans of Plaintiff’s and the other Settlement Class Members’ fingers and/or hands, or portions thereof, to record the times at which they clocked in and out of Defendant’s hotel properties in Illinois.

### **III. SETTLEMENT CLASS CERTIFICATION**

35. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained herein; (2) Plaintiff shall represent the Settlement Class for settlement purposes and shall be the Settlement Class representative; and (3) Plaintiff's Counsel shall be appointed as Class Counsel.

36. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Settlement Class under this Agreement, or that the Court preliminarily approved the certification of a Settlement Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

37. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes: "All individuals who used the Time-Keeping System at Defendant's hotel properties within the State of Illinois between January 12, 2016 and January 12, 2021."

38. Excluded from the Settlement Class are all persons who elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family.

39. If for any reason the Settlement is not granted preliminary and/or final approval, Defendant's agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

**IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASEES**

40. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiff and the Settlement Class, the Litigation and any Released Claims the Releasees have or may have against the Releasers.

**V. SETTLEMENT FUND**

41. Establishment of Settlement Fund

a. Within thirty (30) days of the entry of the Preliminary Approval Order, and receipt of payee instructions and a Form W-9 for the payee Defendant shall pay to the Settlement Administrator the total sum of two hundred fourteen thousand, two hundred dollars and 00/100 cents (\$214,200.00) to establish the Settlement Fund. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to pay a Service Award to the Class Representative, a Fee Award to Class Counsel, the Administrative Expenses to the Settlement Administrator, and Settlement Shares to Settlement Class Members in exchange for the release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release by Releasers of all Releasees from the Released Claims, and the dismissal of the Litigation with prejudice.

b. The Settlement Fund provided by Defendant to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to and shall be repaid to the payor providing payment on behalf of the Defendant, less any Administrative Expenses paid to date. Neither Plaintiff nor Class Counsel shall have any financial responsibility for any Administrative



Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.

d. The Settlement Fund shall be used to pay (i) all Settlement Shares to Settlement Class Members; (ii) a Service Award to the Class Representative; (iii) the Fee Award to Class Counsel; and (iv) Administrative Expenses to the Settlement Administrator.

f. The Settlement Fund represents the total extent of the Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

g. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

42. Each Settlement Class Member who does not timely file a request for exclusion from the Settlement Class shall automatically be sent a *pro rata* share of the amount remaining in the Settlement Fund after payment of the Administrative Expenses to the Settlement Administrator, any approved Fee Award to Class Counsel, and any approved Service Award to the Class Representative. Under no circumstances will a Settlement Class Member be required to file a claim form in order to receive a *pro rata* share of the Settlement Fund.

43. Procedure for Approving Settlement.

a. Unopposed Motion for Preliminary Approval of the Settlement

i. Plaintiff will file an unopposed motion for an order conditionally certifying the Settlement Class, appointing Plaintiff's counsel as Class

Counsel, appointing Plaintiff as Class Representative, appointing Analytics as Settlement Administrator, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice and directing its dissemination by the Settlement Administrator (the “Unopposed Motion for Preliminary Approval”).

ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Settlement Class and preliminary approval of the Settlement; appointing the Class Representative and Class Counsel; approving the form of notice to the Settlement Class of the Settlement; and setting the Final Approval Hearing. The parties agree that the hearing may be conducted by remote means.

iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition contained above, that Plaintiff shall be conditionally appointed Class Representative for the Class, and that Plaintiff’s counsel shall be conditionally appointed as Class Counsel for the Settlement Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to the status quo *ex ante* in the Litigation as if the Settlement had not occurred.

44. Payment of Settlement Shares to Settlement Class Members

a. Each Settlement Class Member who does not file a timely request for exclusion from the Settlement will automatically receive a Settlement Share by check sent to his or her postal address, unless a request is made on the Settlement

Website for payment to be made electronically via PayPal or another digital wallet acceptable to the Settlement Administrator, in which case the funds will be sent to the Settlement Class Member electronically using the instructions they provide on the Settlement Website.

b. The Settlement Administrator shall pay all Settlement Shares to Settlement Class Members (except for those who have excluded themselves from the Settlement) within thirty (30) days after the Settlement becomes Final.

c. In the event that a Settlement Class Member's check is returned as undeliverable, the Settlement Administrator shall take all reasonable measures to locate an alternative, up-to-date postal address for that Settlement Class Member, and shall redeliver such Settlement Class Member's check to the alternative postal address.

d. In the event that checks sent to Settlement Class Members are not cashed within ninety (90) days after their date of issuance, whether because the checks were not received or otherwise, those checks will become null and void. The amount of the uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to a *cy pres* recipient(s) selected by the Parties and approved by the Court. The Court may revise this *cy pres* provision as necessary without terminating or otherwise impacting this Settlement Agreement, provided the Court's revision does not increase the amount that Defendant would otherwise pay under this Settlement Agreement.

e. The Settlement Administrator shall notify the Parties that all Settlement Shares have been paid within five (5) business days of the last such payment.

f. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel will have no liability whatsoever for lost or stolen checks, forged signatures on checks, unauthorized negotiation of checks, or the failure to timely cash a check by a Settlement Class Member.

g. If any deadline under this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, the Parties agree that the deadline shall be deemed to be the next business day.

**VI. PROSPECTIVE RELIEF**

45. As a material term of this Settlement Agreement, Defendant shall undertake the following practices within thirty (30) days of the entry of the Preliminary Approval Order: destroy all biometrics in its possession, custody, or control that pertain to individuals who have not signed BIPA-compliant consent document and direct its vendors to do the same, and implement procedures and systems to obtain the requisite consent from employees' in order to comply with BIPA should it continue to utilize the Time-Keeping System in Illinois.

**VII. RELEASE**

46. Upon final approval of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from liability to the Releasors for any and all Released Claims and any other claims that have been brought, could have been brought, or could be brought now or at any time against the Releasees by the Releasors in any manner arising out of, in any manner related to, or connected in any way with the Released Claims.

47. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims and any other claims that have been brought, could have been brought, or could be brought now or at any time against the Releasees by the Releasors in any manner arising out of, in any manner related to, or connected in any way with the Released Claims against Releasees. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.

**VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

48. This Settlement shall be subject to approval of the Court.

49. Plaintiff, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, appointment of Analytics as Settlement Administrator, and entry of the Preliminary Approval Order, substantially in the form of Exhibit B hereto, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with this Agreement. Defendant shall not oppose Plaintiff's motion for preliminary approval of the Settlement, and shall take all steps reasonably necessary to secure preliminary approval of the Settlement.

50. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the Settlement of the Litigation as set forth herein.

51. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the proposed Final Order and Judgment attached hereto as Exhibit C, and file a memorandum in support of the motion for final approval. Defendant shall not oppose Plaintiff's motion for final approval of the Settlement and shall take all steps reasonably necessary to secure final approval of the Settlement.

**IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS**

52. Prior to the execution of this Settlement Agreement, the Parties jointly selected Analytics, LLC to serve as Settlement Administrator, subject to Court Approval.

53. Class List

a. Defendant, with the assistance of any third parties as necessary, shall create a Class List, based on information within its or its agents' or contractors' possession, custody, or control (the "Class List").

b. The Class List shall include the names, e-mail addresses (if available), and last known mailing addresses of all Settlement Class Members. Defendant shall provide the Class List to the Settlement Administrator, with a copy to Class Counsel, within seven (7) days after entry of the Preliminary Approval Order.

54. Type of Notice Required

a. The Notice, which shall be substantially in the form of Exhibit A hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further (a) inform Settlement Class Members as to the terms of the Settlement and their rights under it; (b) request exclusion from the Settlement Class and the proposed Settlement, if desired; (c) object to any aspect of the proposed settlement, if desired; (d) submit change-of-address or electronic payment requests on the Settlement Website; and (e) participate in the Final Approval Hearing, if desired. The Notice shall make clear that Settlement Shares will be sent automatically to each Settlement Class Member who does not file a request for exclusion from the Settlement, the amount of the requested Service Award and Fee Award, and the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.

b. Dissemination of the Notice shall occur directly via U.S. Postal Mail and e-mail (where available) to each Settlement Class Member, and shall be the responsibility of the Settlement Administrator. Prior to dissemination of the Notice via U.S. Postal Mail, the Settlement Administrator shall take all reasonable measures (including utilize the National Change of Address directory and any other proprietary or public databases or systems) to confirm that the postal address for each Settlement Class Member on the Class

List is the correct, current address for that Settlement Class Member, and shall update any outdated addresses on the Class List with the current addresses it locates. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the form attached as Exhibit A hereto.

c. Notice of the Settlement shall also be posted on the Settlement Website.

55. Notice Deadline. Within fourteen (14) days of entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate by U.S. Postal Mail and email (where available) the Notice in the form of Exhibit A to all Settlement Class Members on the Class List.

## **X. EXCLUSIONS**

56. Exclusion Period. Settlement Class Members will have up to and including sixty (60) days following the Preliminary Approval Order to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not filed requests for exclusion from the Settlement by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

57. Exclusion Process

a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion providing his/her name, address, and telephone number; the name and number of this case, a statement that he/she wishes to be excluded from the Settlement Class; and a signature, or make such request via the Settlement Website. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified shall be invalid and the person serving such a request shall be considered member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

c. Any member of the Settlement Class who timely elects to be excluded shall not: (i) be bound by any order or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement.

d. The request for exclusion must be personally signed by the person requesting exclusion. So called “mass” or “class” exclusion requests shall not be allowed.

e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.

f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the settlement.



## **XI. OBJECTIONS**

58. The Notice shall also advise Settlement Class Members of their right to object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (i) file copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; (ii) that any objection made by a Settlement Class Member represented by counsel must be filed with the Clerk of the Court; and (iii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this Settlement.

59. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address and current telephone number; (ii) the case name number of this Litigation; (iii) the date range during which he/she was employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; and (v) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

60. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be

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

**XII. FINAL APPROVAL HEARING**

61. The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award. The parties agree that the hearing may be conducted by remote means.

**XIII. FINAL APPROVAL ORDER**

62. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.

63. The Parties shall jointly submit to the Court a proposed order, substantially in the form attached hereto as Exhibit C, that, without limitation:

a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;

b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and

c. Reserves continuing and exclusive jurisdiction over the settlement and this Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement

Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

**XIV. TERMINATION OF THE SETTLEMENT**

64. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof, without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, this Settlement Agreement shall be terminated and cancelled within ten (10) days of any of the following events:

- a. This Settlement Agreement is changed in any material respect (except where otherwise agreed to by the Parties in writing).
- b. The Court refuses to grant Preliminary Approval of this Agreement in any material respect;
- c. The Court refuses to grant final approval of this Agreement in any material respect;  
or
- d. The Court refuses to enter a final judgment in this Litigation in any material respect.

65. The Settlement Agreement may be terminated and cancelled, at the sole and exclusive discretion of Defendant, if more than 10% of the Settlement Class Members timely and validly exclude themselves from the Settlement.

66. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the status quo *ex ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

**XV. ATTORNEYS' FEES, COSTS AND EXPENSES AND SERVICE AWARD**

67. At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees not to exceed 40% of the Settlement Fund, or eighty-five thousand, six hundred eighty dollars (\$85,680.00), inclusive of costs and expenses, which shall be paid exclusively from the Settlement Fund. At counsel for Plaintiff's discretion, counsel may seek any amount in attorney's fees up to 40%.

68. Defendant agrees not to oppose an application for attorneys' fees by Class Counsel in an amount not more than 40% of the Settlement Fund, or eighty-five thousand, six hundred eighty dollars (\$85,680.00), inclusive of costs and expenses. Class Counsel, in turn, agree not to seek or accept attorneys' fees in excess of this amount.

69. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

70. Within three (3) business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.

71. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due.

72. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for a Service Award for the Class Representative in an amount not to exceed six thousand dollars (\$6,000.00), and Defendant agrees that it will not oppose such a request. The Service Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days of the Effective Date.

73. In no event will Defendant's liability for attorney's fees, expenses, and costs, settlement administration costs, and/or a Service Award exceed their funding obligations set forth in Paragraph 31 of this Agreement. Defendant shall have no financial responsibility for this Settlement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses among Class Counsel.

#### **XVI. MISCELLANEOUS REPRESENTATIONS**

74. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for compensating, Settlement Class Members for the Released Claims.

75. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

76. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Releasees, and each or any of the

Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

77. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Releasees, and Settlement Class Members any right or remedy under or by reason of this Agreement. Each of the Releasees is an intended third-party beneficiary of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasers.

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

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

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

81. This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

82. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

83. The Parties agree that Exhibits A through C to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

84. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

85. Except as otherwise provided herein, each Party shall bear its own costs.

86. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Releasees to any other person or party.

87. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

88. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

89. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

90. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing

whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

91. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, or (5) to obtain Court approval of the Settlement Agreement.

92. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

93. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.

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

95. Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents, comprising opinions as to the Litigation. Plaintiffs and Class Counsel shall not make any public statement, including any statement to the press, regarding the settlement. Similarly, Defendant and Defendant's Counsel shall not make any public statement, including any statement to the press,



regarding the settlement. Defendant may also provide information about the settlement to their members, partners, shareholders, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws or regulations.

96. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois. Any claim arising out of or related to this Agreement shall be filed exclusively in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, or the United States District Court for the Northern District of Illinois. The Parties waive any objection to jurisdiction or venue in the exclusive forum selected by this Agreement.

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

98. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Arun Ravindran  
Hedin, LLP  
1395 Brickell Ave.  
Suite 1140  
Miami, FL 33131  
Tel: (305) 357-2107  
aravindran@hedinllp.com

If to Defendant's Counsel:

David Ben-Dov  
Margherita M. Albarello  
Golan, Christie, Taglia, LLP  
70 W. Madison Street, Ste 1500  
Chicago, Illinois 60602  
[DJBenDov@gct.law](mailto:DJBenDov@gct.law)  
[MMAlbarello@gct.law](mailto:MMAlbarello@gct.law)

99. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

100. Class Counsel represent that they have no present intent to solicit or represent new clients for the purpose of bringing any claims in any manner related to, or connected in any way

with the Released Claims. Class Counsel further represent that they have no further inventory of current or prospective clients for the purpose of bringing any claims in any manner related to, or connected in any way with the Released Claims.

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IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Ugona Ugho, Class Representative**

  
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2/19/2024

Date: \_\_\_\_\_

**Hedin, LLP, Class Counsel**




Print Name: Arun Ravindran

Its: Attorney

Date: 2/19/2024

**Urban Holiday Management, LLC. d/b/a  
Bedderman Lodging, Defendant**



Printed Name: Robert Baum

Its: MGR

Date: 2/12/2024