

EXHIBIT 1

**IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS**

TYLER KIDD)	
)	
Plaintiff,)	
v.)	Case No. 2023LA44
)	
LIFESCAN LABS OF ILLINOIS, LLC)	
)	
Defendant.)	

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiff Tyler Kidd (“Representative Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through his counsel Milberg Coleman Bryson Phillips Grossman, PLLC (“Settlement Class Counsel”); and (ii) Lifescan Labs of Illinois, LLC (“Lifescan” or “Defendant”), by and through its counsel, Cozen O’Connor. This Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This Class Settlement Agreement relates to alleged claims arising from certain events impacting computer systems that may have maintained personally identifiable information of current and former employees and patients of Lifescan. Representative Plaintiff, individually and on behalf of approximately 85,360 Settlement Class Members, raised these claims in a pre-filing communication to Lifescan on or around August 25, 2022. Therein, Plaintiff also alleged that Lifescan violated Illinois’ Biometric Information Privacy Act (“BIPA”) by failing to provide consent forms to approximately 100 individuals who utilized a hand-scanning timekeeping device while employed by Lifescan.

On May 31, 2023, the Parties engaged in an all-day, arm's-length mediation before Bennett G. Picker of Stradley Ronan, which ultimately resulted in a settlement in principle. Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Lifescan that are asserted in, arise from, or relate to the claims and allegations set forth in: (a) the Demand Letter, including the draft complaint attached thereto; (b) the complaint filed in the Litigation (defined below); and (c) any other actions by and on behalf of individuals or putative classes of individuals arising from the matters referenced therein.

I. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiff believes the claims asserted in the Litigation have merit. Representative Plaintiff and Settlement Class Counsel recognize and acknowledge, however, the expense and length of proceedings necessary to litigate class claims against Lifescan through pleadings, motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are highly experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation. They have determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiff and the Settlement Class.

II. DENIAL OF WRONGDOING AND LIABILITY

Lifescan denies each and all of the claims and contentions alleged against it in the Demand Letter, the Litigation and all other actions or claims related to the Data Incident or the BIPA Claims (as defined below) and believes its defenses have merit. Lifescan denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Demand Letter and Litigation, or other actions or claims related to the Data Incident and the BIPA Claims. Nonetheless, and without admitting or conceding any liability, damages, or any wrongdoing whatsoever and without

conceding the appropriateness of class treatment for claims asserted in any future complaint, Lifescan has concluded that continuing litigating such actions and claims would be protracted and expensive and that it is desirable that such actions and claims be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Lifescan also has considered the uncertainty and risks inherent in any litigation. Lifescan has, therefore, determined it is desirable and beneficial that all actions and claims related to the Data Incident and BIPA Claims be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, and Lifescan that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely opt-out of this Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement, as follows:

1. Definitions

As used in this Class Settlement Agreement, the following terms have the meanings specified below:

1.1 “Administrative Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

1.2 “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

1.3 “Approved Claims” means valid Settlement Claims approved by the Claims Administrator or found to be valid through the Dispute Resolution Process, as set forth below.

1.4 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation.

1.5 “Award” means the amount remitted by the Claims Administrator out of the BIPA Settlement Fund and the Data Breach Settlement Fund to Settlement Class Members, as provided in Paragraphs 2.3-2.5, 2.7 and 7 of this Class Settlement Agreement.

1.6 “BIPA Claims” means claims related to Lifescan’s alleged violation of the Biometric Information Privacy Act as it pertains to approximately 105 Lifescan individuals’ use of their hands for timekeeping in the course of their employment with Lifescan.

1.7 “Claims Administration” means the processing of Settlement Claims received from Settlement Class Members, the processing of payment of Approved Claims by the Claims Administrator, and the processing of Representative Plaintiff’s Awards.

1.8 “Claims Administrator” means Kroll Settlement Administration or such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, as may be jointly agreed upon by the Settling Parties and approved by the Court.

1.9 “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claim. The Claims Deadline shall be set by the Court in the Preliminary Approval Order.

1.10 “Claim Form” means the claim form attached hereto as Exhibit A, or a claim form approved by the Court that is substantially similar to Exhibit A, that Data Incident Settlement Class Members must submit to be eligible for relief under the terms of the Class Settlement Agreement.

1.11 “Claims Period” means the time for Data Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Deadline.

1.12 “Claims Referee” means Kroll Settlement Administration, or such other third party designated by agreement of the Settling Parties and approved by the Court to make final decisions about any disputes regarding the Claims Administrator’s award of settlement benefits to a Settlement Class Member.

1.13 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the Long Notice and Summary Notice, substantially in the forms attached hereto as Exhibits B and C, respectively, as approved by the Court.

1.14 “Class Period” means the period at issue in the Litigation.

1.15 “Court” means the Circuit Court, Fourteenth Judicial Circuit, for Whiteside County, Illinois.

1.16 “Data Incident” means the data ransom incidents that Lifescan experienced in 2021 and 2022, which is the subject of the Litigation.

1.17 “Dispute Resolution Process” means the process for resolving disputed Settlement Claims as set forth in Paragraph 7.5 of this Class Settlement Agreement.

1.18 “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.17, 1.19 and 10 below for the Final Approval Order to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

1.19 “Final” means the occurrence of all of the following events: (i) the settlement

pursuant to this Class Settlement Agreement is finally approved by the Court; (ii) the Court has entered a final, appealable judgment; and (iii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired or (b), if appealed, the appeal has been dismissed in its entirety, or the judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the judgment is "Final" as defined herein or any other aspect of the judgment.

1.20 "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.21 "Final Approval Order" means the Court's Final Approval Order, which, among other things, approves this Class Settlement Agreement and the settlement as fair, adequate, and reasonable, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

1.22 "Lifescan" means Defendant Lifescan Labs of Illinois, LLC.

1.23 "Litigation" means *Tyler Kidd v. Lifescan Labs of Illinois LLC*, Case No. 2023LA44, filed in the Circuit Court for the Fourteenth Judicial Circuit, County of Whiteside, State of Illinois.

1.24 "Notice Completion Deadline" means the date by which the Claims Administrator shall have mailed, by First Class U.S. Mail, postage pre-paid, and emailed (to the extent email addresses are available) the Summary Notice to Settlement Class Members as set forth in Paragraphs 4.1 and 4.2(a), i.e., 24 days after entry of the Preliminary Approval Order.

1.25 “Notice Program” means that notice program specified within Paragraph 4 of the Settlement Agreement.

1.26 “Objection Deadline” means eighty-five (85) days after the date of entry of the Preliminary Approval Order (which is also 61 days after the Notice Completion Deadline) or such other date set by the Court in the Preliminary Approval Order.

1.27 “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the end of the Opt-Out Period; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

1.28 “Opt-Out Date” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for that request to be excluded from the Settlement Class to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be eighty-five (85) days after the date of entry of the Preliminary Approval Order (which is also 61 days after the Notice Completion Deadline), or such other date set by the Court in the Preliminary Approval Order.

1.29 “Opt-Out Period” means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.

1.30 “Out-of-Pocket Losses” may include, without limitation, the following types of expenses that Settlement Class Members believe in good faith were incurred as a result of the Data Incident: (a) unreimbursed losses relating to fraud or identity theft; (b) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; (c) costs associated with freezing or unfreezing credit with any credit reporting agency; (d) credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and (e) miscellaneous

expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

1.31 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

1.32 “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement, and approval of the form and method of Class Notice, substantially in the form attached as Exhibit D.

1.33 “Private Information” means names, addresses, dates of birth, Social Security numbers, insurance information, medical information and other protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and additional personally identifiable information (“PII”) and protected health information (“PHI”) that Defendant collected and maintained.

1.34 “Protected Biometric Information” or “PBI” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier, which is further defined as a retina, iris scan, fingerprint, voiceprint, or scan of hand or face geometry, used to identify an individual.

1.35 “Released Claims” means any and all claims, whether known or unknown, including but not limited to, any claims, liability, rights, demands, suits, matters, obligations, damages, including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys’ fees and costs, actions or causes of action of every kind and description, whether in law, in equity, for administrative relief, or otherwise, that the

Settlement Class Members had, have, or may have against Lifescan and/or the Released Parties that result from, arise out of, are based upon, or relate in any way to the Data Incident and/or the BIPA Claims that were or could have been alleged in the Demand Letter, Litigation, or based upon the facts alleged in the Demand Letter or Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of (1) the alleged theft, exposure, or disclosure of Settlement Class Members' Private Information; (2) the maintenance and storage of Settlement Class Members' Private Information; (3) Lifescan's information security policies and practices; (4) Lifescan's notice of the Data Incident to Settlement Class Members; or (5) Lifescan's alleged violations pertaining to any collection and use of employees' biometric information whether based on the Illinois Biometric Information Privacy Act or other federal, state, statutory, or common law. "Released Claims" does not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the Class Settlement Agreement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.36 "Released Parties" means Lifescan and its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as Lifescan and these entities' respective predecessors, successors, directors, officers, shareholders, employees, servants, representatives, principals, agents, advisors, consultants, vendors, partners, contractors, attorneys, insurers, reinsurers, subrogees, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Litigation, other than any third-party Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting any criminal activity or occurrence related to the Data Incident or who pleads *nolo contendere* to any such charge.

1.37 “Representative Plaintiff” means Tyler Kidd.

1.38 “Request for Exclusion” means a fully completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraphs 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement Class Member’s full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature or the original signature of a Person authorized by law to act on the Settlement Class Member’s behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or Person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member’s intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

1.39 “Service Award” means such amounts as may be awarded by the Court to the Representative Plaintiff for his service as Representative Plaintiff.

1.40 “Settlement Claim” means a claim submitted pursuant to this Class Settlement Agreement for benefits conferred herein.

1.41 “Settlement Class” means all members of the BIPA Settlement Class and the Data Incident Settlement Class. All members of the Settlement Class that do not file a Request for Exclusion shall be referred to as Settlement Class Members. Excluded from the Settlement Class is any judge presiding over this matter and any members of their first-degree relatives or judicial staff, the officers and directors of Lifescan, Settlement Class Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

1.42 “BIPA Settlement Class” means all individuals who used their hand for hand-scan

timekeeping in the course of their employment with Lifescan and who are one of the persons on the class list that Lifescan provides to the Settlement Administrator who is identified as a member of BIPA Settlement Class.

1.43 “Data Incident Settlement Class” means all Persons whose information was maintained on Defendant Lifescan’s computer systems and/or network that was impacted in the Data Incident.

1.44 “Settlement Class Counsel” means Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and David Fish of Fish Potter Bolaños, P.C.

1.45 “Settlement Class Member(s)” means a member(s) of the Settlement Class.

1.46 “Settlement Costs” means all costs of the settlement, including the costs of carrying out the Notice Program as set forth in Paragraph 4, Claims Administration, payments made to the Claims Referee to resolve any Disputed Claims, and all other expenses or costs related to the settlement including the costs of serving notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and Award payments to the Settlement Class Members.

1.47 “Settlement Fund” means an amount no greater than nine hundred and fifty thousand dollars (\$950,000), which shall be the sole and exclusive source of all Settlement Costs and Award payments to Settlement Class Members and the maximum amount paid by Lifescan for said costs and payments. The Settlement Fund consists of two separate funds, the BIPA Settlement Fund and the Data Incident Settlement Fund. All costs of Settlement Administration, Service Awards, and Attorneys’ Fees, Costs, and Expenses will be taken from the separate funds based on the proportionate share of costs.

1.48 “BIPA Settlement Fund” means an amount not to exceed one hundred thousand dollars (\$100,000) paid for settlement of all claims related to the BIPA Claims, to members of the BIPA Settlement Class.

1.49 “Data Incident Settlement Fund” means an amount not to exceed eight hundred and fifty thousand dollars (\$850,000) paid for settlement of all claims related to the Data Incident, to members of the Data Incident Settlement Class.

1.50 “Settling Parties” means, collectively, Lifescan and Representative Plaintiff, individually and on behalf of the Settlement Class.

1.51 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiff, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiff, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final

Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

1.52 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

2. Settlement Consideration

2.1 In consideration for the release contained in this Class Settlement Agreement and without admitting liability for any of the acts or omissions alleged in the Demand Letter or Litigation and in the interests of minimizing the costs inherent in any litigation, Lifescan will perform all the following:

2.2 Within thirty (30) days after entry of the Preliminary Approval Order, Lifescan will pay One Hundred Thousand Dollars (\$100,000) to the Claims Administrator to cover the initial cost of notice and administration prior to the Effective Date. Within ninety (90) days of the Effective Date, Lifescan will pay the balance of the Settlement Fund (i.e., Eight Hundred and Fifty Thousand Dollars (\$850,000)) to the Claims Administrator.

2.3 Utilizing the Claims Administrator and Claims Administration process, and subject to the limitations otherwise set forth within this Class Settlement Agreement, Lifescan shall reimburse each Data Incident Settlement Class Member in the amount of the Person’s proven loss, but not to exceed Three Thousand Dollars (\$3,000) per claim, for a monetary Out-of-Pocket Loss incurred as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) it was more likely than not caused by the Data Incident; (c) it occurred between October 3, 2021 and the end of the Claims Deadline; and (d) the claimant made reasonable efforts to avoid, or seek reimbursement for, the loss.

2.4 Data Incident Settlement Class Members with Out-of-Pocket Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-

prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. Data Incident Settlement Class Members claiming Out-of-Pocket Losses must attest to the following, by checking a box next to this statement on the Claim Form: “I have attached documentation showing that the claimed losses were more likely than not caused by the Data Incident.”

2.5 All Data Incident Settlement Class Members who spent time remedying issues related to the Data Incident are eligible to receive reimbursement of Twenty-Five Dollars (\$25) per hour with an attestation that any claimed lost time was spent related to the Data Incident and a written description of (i) the actions taken in response to the Data Incident and (ii) the time associated with each action that was reasonably spent mitigating the effects of the Data Incident. Claims made for time are subject to a four (4) hour cap and can be combined with reimbursement for Out-of-Pocket Losses, subject to the Three Thousand Dollar (\$3,000) aggregate individual cap for Out-of-Pocket Losses described above in Paragraph 2.3.

2.6 BIPA Settlement Class Members need not take any action to receive payment under this settlement. All BIPA Settlement Class Members who do not submit a valid and timely Opt-Out will receive a check for \$952.38 minus their pro rata share of the Settlement Administration Costs and Expenses, Attorneys Fees and Costs, and Service Award from the BIPA Settlement Fund.

2.7 Business Practice Changes: Plaintiff has received assurances that Defendant has implemented or will implement certain reasonable steps to further secure its systems and environments. Defendant will also implement or has implemented reasonable steps to ensure compliance with BIPA regulations. Defendant estimates that the value of the already implemented and planned business practice changes is approximately or more than \$250,000.

2.8 Residual Funds / Pro Rata Reduction: To the extent any monies remain in the Settlement Fund (excluding any amount subject to uncashed award checks) more than one hundred and eighty (180) days after the distribution of payments to the Claimants who submitted valid Claim Forms, a subsequent payment will be evenly made to all Claimants who cashed or deposited their initial payments they received, provided that (a) no Claimant receives more than three times their initial payment; and (b) the average supplemental payment amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Settlement Fund shall continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Settlement Fund, if any, shall be distributed by mutual agreement of the Parties and the Court. In the event, however, that Settlement Class Member Approved Claim payments will exceed what remains in the Settlement Fund after payment of all other Settlement Fund expenses other than Awards to Class Members, Settlement Class Member Approved Claim payments will be reduced on a *pro rata* basis such that Lifescan's maximum amount to be paid does not exceed the Settlement Fund. The Settlement Fund is non-reversionary and no money will be returned to Lifescan, with the exception of any award checks to Settlement Class Members which remain uncashed 180 days after issuance (as provided in Paragraph 7.8). Any remaining funds will be distributed to the entity or entities jointly recommended by the Parties to the Court for *cy pres* distribution.

3. Preliminary Settlement Approval And Final Approval

3.1 As soon as practicable after the execution of the Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in Exhibit D. The motion for Preliminary Approval shall request that the Court, *inter alia*:

(a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;

(b) Stay and/or enjoin, pending Final Approval of the Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;

(c) Preliminarily certify the Settlement Class for settlement purposes only;

(d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;

(e) Appoint Representative Plaintiff as the Settlement Class representative for settlement purposes only;

(f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;

(g) Approve the Notice Program, as set forth in Paragraph 4 herein and set the dates for the Claims Deadline, Opt-Out Date, and Objection Deadline;

(h) Approve the form and contents of a long form notice (“Long Notice”) to be posted on the settlement website substantially similar to the one attached hereto as Exhibit B, and a short form notice (“Summary Notice”) to be sent by First Class Mail and emailed (to the extent email addresses are available) to Settlement Class Members, substantially similar to the one attached hereto as Exhibit C, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement set forth in the Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion, the process and instructions for making Settlement Claims to the

extent contemplated herein, and the date, time and place of the Final Approval Hearing;

(i) Approve a Claim Form substantially similar to that attached hereto as Exhibit A;

(j) Appoint Kroll Settlement Administration as the Claims Administrator;

(k) Appoint Kroll Settlement Administration as Claims Referee, or such other Claims Referee as jointly agreed to by the Settling Parties; and

(l) Schedule the Final Approval Hearing.

3.2 Lifescan will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as Exhibit D and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and Lifescan shall request that the Court hold a Final Approval Hearing after notice is completed and at least thirty (30) days after the Opt-Out Date and grant Final Approval of the Class Settlement Agreement as set forth herein.

3.4 The proposed Final Approval Order that shall be filed with the motion for final approval shall, among other things:

(a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;

(b) Finally certify the Settlement Class for settlement purposes only;

(c) Determine that the Notice Program satisfies due process requirements;

(d) Dismiss all claims in the Litigation with prejudice;

(e) Bar and enjoin any Settlement Class Members who did not timely Opt-Out

in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and

(f) Release and forever discharge Lifescan and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4. Notice Program

4.1 Within twenty-one (21) days of entry of the Preliminary Approval Order, Lifescan will provide the Claims Administrator with a list of Settlement Class Members in Excel format including, to the extent available, the name, physical mailing address and email address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program as described below, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and Illinois Code of Civil Procedure §§ 2-801 *et seq.*, and be effectuated pursuant to the provisions set forth below, the costs of which shall be Settlement Costs. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than Lifescan.

4.2 Class Notice shall be provided to the Settlement Class as follows:

(a) Within forty-five (45) days of the entry of the Preliminary Approval Order, the Claims Administrator shall mail, by First Class U.S. Mail, postage pre-paid, and email (to the extent email addresses are available) the Summary Notice to Settlement Class Members. Within twenty (20) days after sending such mail and email, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered.

(b) Within seven (7) days after receiving the Settlement Class list from Lifescan, the Claims Administrator shall establish a dedicated settlement website,

that includes this Class Settlement Agreement, the Long Notice, the Summary Notice and the Claim Form approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Lifescan.

4.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of the United States Constitution as well as Illinois Code of Civil Procedure § 2-803.

4.4 The Long Notice, Summary Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.5 Prior to the Final Approval Hearing, Counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5. Opt-Out Procedures

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than eighty-five (85) days after the date of entry of the Preliminary Approval Order or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Private Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 All Persons who Opt-Out from the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not Opt-Out shall be bound by the terms this Class Settlement Agreement and the Final Approval Order entered thereon.

6. Objection Procedures

6.1 Each Settlement Class Member who does not file a timely Request for Exclusion may file a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Class Settlement Agreement to send their written objections to the Court and Counsel to this Class Settlement Agreement. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All such notices of an intent to object to the Class Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class

Member, including proof that the objector is a member of the Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any counsel representing the objector; (vi) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any). In addition, any Settlement Class Member objecting to the Class Settlement shall provide a list of any other objections submitted by the objector, or the objector's counsel, to any class action settlements submitted in any court, whether inside or outside the United States, in the previous five years. If the Settlement Class Member or his or her counsel has not made any such prior objection, the Settlement Class Member shall affirmatively so state in the written materials provided with the objection.

6.3 In addition, any Settlement Class Member that objects to the proposed Class Settlement Agreement must make themselves available to be deposed regarding the grounds for its objection and must provide along with its objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five (5) days before the Final Approval Hearing. To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

6.4 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in Paragraph 6 for objecting shall waive and forfeit

any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Class Settlement Agreement shall be through the provisions of Paragraph 6.

7. Claims Administration

7.1 The Claims Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members. All Settlement Claims must be submitted on or before the Claims Deadline to be deemed timely. Settlement Claims shall be evaluated on a first come, first served basis determined by the date of actual receipt of Settlement Claims by the Claims Administrator. The determination by the Claims Administrator and Claims Referee (as may be necessary) of the validity or invalidity of all Settlement Claims shall be binding, subject to the Dispute Resolution Process set forth in this Paragraph. Settlement Class Counsel and Lifescan's counsel shall periodically be given reports as to both Settlement Claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. All reasonable and anticipated costs and fees of Claims Administration will be paid from the Settlement Fund, with the costs to be divided proportionately between the Data Incident Settlement Fund and the BIPA Settlement Fund, based on the actual costs of Administration to the Data Incident Settlement Class and the BIPA Settlement Class respectively.

7.2 For each Settlement Claim submitted by and received from Data Incident Settlement Class Members, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to complete the Claim Form by the Claims Deadline, including but not limited to information required under Paragraphs 2.3-2.5. The Claims Administrator may,

at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the Settlement Claim. All information provided to the Claims Administrator will be deemed confidential by the Claims Administrator.

7.3 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Claim. If the Claims Administrator should receive an incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a Settlement Claim. The Claims Administrator's requests for additional information shall be made within fourteen (14) days after the Claims Deadline. If a Settlement Class Member fails to correct all deficiencies within twenty-one (21) days from receiving a request for additional information, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award from the Data Incident Settlement Fund.

7.4 After receiving additional information, the Claims Administrator shall have fourteen (14) days to accept or reject each Settlement Claim. If after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in Paragraph 7.8. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the Settlement Claim without any further action apart from providing a notice of rejection of the Settlement Claim. If the Settlement Claim is rejected for other reasons, it shall be referred to the Claims Referee.

7.5 The Claims Referee shall have the power to approve or deny a Settlement Claim.

If any dispute is submitted to the Claims Referee, the Claims Referee shall make a final determination of the dispute or request further information within twenty-one (21) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimant is a member of the Settlement Class and entitled to an Award. The Claims Referee's decision will be final and non-appealable.

7.6 No Person shall have any claim against the Claims Administrator, Claims Referee, Lifescan or its counsel, Settlement Class Counsel, and/or the Representative Plaintiff based on distribution of Awards to Settlement Class Members.

7.7 The Claims Administrator shall agree to hold the Settlement Funds in a non-interest-bearing account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.* Any taxes owed by the Settlement Fund shall be paid by the Claims Administrator out of the Settlement Fund. Except for funding the Settlement Fund, and the business changes negotiated for between the Parties (see Paragraph 2.7), Lifescan shall not have any other financial obligation to the Settlement Class; any Settlement Class Member, including the Representative Plaintiffs; Settlement Class Counsel; and/or the Claims Administrator under the Class Settlement Agreement or otherwise. In addition, under no circumstances will Lifescan have any liability for taxes or tax expenses under this Class Settlement Agreement.

7.8 The Claims Administrator will mail Award checks for Data Incident Settlement Class Members for Approved Claims within the later of thirty (30) days after the Effective Date or thirty (30) days after all disputed claims have been resolved, whichever is later. No distributions will be made without authorization from the parties. Award checks for members of the BIPA Settlement Class shall be mailed within the later of thirty (30) days after the Effective Date or thirty (30) days after all disputed claims made by members of the Data Incident Settlement Class

have been resolved. Award checks shall be valid for a period of one hundred eighty (180) days from issuance and shall state, in words or substance, that the check must be cashed within one hundred eighty (180) days, after which time it will become void and the funds will revert to Defendant. Any Settlement Class Member who's Award check becomes void will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member.

7.9 All Settlement Class Members who fail to timely submit a valid Settlement Claim for an Award hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving an Award pursuant to this Agreement, but will in all other respects be subject to, and bound by, the provisions of this Agreement, the Releases contained herein and the Final Approval Order.

8. Releases

8.1 Upon the Effective Date, each Settlement Class Member, including Representative Plaintiff, whether or not they have received an Award, will be deemed by operation of this Class Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Lifescan and the Released Parties from any and all of the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims or Unknown Claims are asserted.

8.2 Upon the Effective Date, Representative Plaintiff, for himself and on behalf of each of his agents, heirs, executors, administrators, representatives (each solely in his, her, or its respective capacity as such), successors, assigns, and anyone who claims or may claim by and/or through any of the foregoing and/or in their stead, fully and forever releases, remises, quit-claims, and discharges Lifescan and the Released Persons from any and all claims, demands, damages, accounts, debts, liens, suits, actions, rights, fees, costs, and causes of action of every kind and description, whether known or unknown, suspected or unsuspected, which he now has or has had, or hereafter can, shall, or may have against the Lifescan or Released Persons for or by reason of any matter, event, thing, act, transaction, or occurrence whatsoever occurring or arising prior to the Effective Date.

8.3 Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiff, shall be barred and otherwise enjoined from initiating, asserting, or prosecuting against Lifescan and any Released Parties any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order.

9. Settlement Class Counsel's Attorneys' Fees And Expenses Award; Representative Plaintiffs' Service Awards

9.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees, inclusive of costs and expenses, in a total amount not to exceed 37% of the total value of the settlement (\$444,000).

9.2 Settlement Class Counsel will also request from the Court a Service Award for Representative Plaintiff in the amount of Ten Thousand Dollars (\$10,000), which will be paid from the Settlement Fund. Within fourteen (14) days after the Effective Date, the Claims Administrator shall pay from the Settlement Fund any Service Award granted by the Court, not exceeding Ten Thousand Dollars (\$10,000), to a law firm designated by Settlement Class Counsel to be distributed to Representative Plaintiff.

9.3 Within fourteen (14) days after the Effective Date, the Claims Administrator shall pay from the Settlement Fund any Attorneys' Fees and Expenses Award to a law firm designated by Settlement Class Counsel.

9.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of Attorneys' Fees and Expenses Award or Representative Plaintiff's Service Award shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.5 Lifescan shall not be liable for any additional attorneys' fees, costs or expenses of Settlement Class Counsel or the Representative Plaintiffs in the Litigation.

10. Conditions Of Settlement, Effect Of Disapproval, Cancellation Or Termination

10.1 Lifescan's willingness to settle this Litigation on a class basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Lifescan has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiff, the Settlement Class, or Settlement Class Counsel, unless each of the following conditions occur:

- (a) The Court has entered a Preliminary Approval Order, approving this Agreement without modification;
- (b) The Court enters a Final Approval Order, approving this Agreement without modification; and
- (c) The Effective Date has occurred;

10.2 If all of the conditions in Paragraph 10.1(a)-(c) are not fully satisfied, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class

Counsel and Lifescan's counsel mutually agree in writing to proceed with the Class Settlement Agreement.

10.3 In the event that the Class Settlement Agreement is not approved by the Court, or the Class Settlement Agreement is terminated in accordance with its terms: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc* and shall have no force and effect and shall not otherwise be admissible in this or other litigation of any kind. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, and expenses awarded to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

10.4 For the avoidance of doubt, Lifescan does not oppose the certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement, for any reason, is not fully approved or is otherwise terminated, Lifescan reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor any Order or other action relating to the Class Settlement Agreement shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than settlement. And this Agreement and Lifescan's

agreement to it shall not be argued or deemed to be an admission or concession in this or other litigation of any kind as to the propriety of class treatment of these or any other claims.

11. DISMISSAL OF THE ACTION

11.1 Representative Plaintiff, on behalf of himself and the Settlement Class Members, consents to the dismissal of the Litigation with prejudice upon the Court's final approval of this Class Settlement Agreement and will cooperate in whatever steps may be necessary to accomplish the same.

12. MISCELLANEOUS PROVISIONS

12.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

12.2 The Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation, and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith and at arms-length by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended, or the settlement negotiated or agreed to, in bad faith or without a reasonable basis.

12.3 Neither the Class Settlement Agreement nor any act performed, or document

executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.5 The Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties to this Class Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

12.6 Lifescan shall not be liable for any additional attorneys' fees, costs or expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Class

Settlement Agreement. Settlement Class Counsel agree to hold Lifescan harmless from any claim regarding the division of any award of attorneys' fees and expenses to Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Settlement Class Counsel in this lawsuit.

12.7 The Class Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to that State's choice of law principles.

12.8 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

12.9 The individuals signing this Class Settlement Agreement on behalf of Lifescan represent that they are fully authorized by Lifescan to enter into, and to execute, this Class Settlement Agreement on its behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Lifescan on behalf of

Representative Plaintiff, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

12.10 None of the Settling Parties to this Class Settlement Agreement shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

12.11 The Settling Parties agree that this Class Settlement Agreement, and the Final Order following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

12.12 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Lifescan does not exercise its right to terminate under Paragraph 10.1.

12.13 If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement, and certify the same, except that they may retain one copy for their litigation file.

12.14 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiffs and the Settlement Class:

David Fish
FISH POTTER BOLANOS, P.C.
200 East Fifth Avenue, Suite 115
Naperville, IL 60563
Email: dfish@fishlawfirm.com

Gary M. Klinger
MILBERG COLEMAN PHILLIPS BRYSON
GROSSMAN
227 W. Monroe Street, Suite 2100
Chicago, IL 60606-5017
Email: gklinger@milberg.com

For Lifescan:

Melissa Siebert
COZEN O'CONNOR
123 North Wacker Drive, Suite 1800
Chicago, IL 60606
Email: msiebert@cozen.com

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph.

12.15 Representative Plaintiff, Settlement Class Counsel, Lifescan, and Lifescan's counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by Representative Plaintiff, by all Settlement Class Counsel, and by counsel for and representative(s) of Lifescan.

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

[SIGNATURES ON NEXT PAGE]

Dated: December 21, 2023

Gary M. Klinger
**MILBERG COLEMAN PHILLIPS BRYSON
GROSSMAN**

By: Gary M. Klinger

Gary M. Klinger

*Counsel for Representative Plaintiffs and the
Settlement Class*

Dated: December 21, 2023

COZEN O'CONNOR

By: Melissa A. Siebert

Melissa A. Siebert

Counsel for Defendant Lifescan, Inc.

EXHIBIT A

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM FOR LIFESCAN LABS DATA INCIDENT AND BIPA SETTLEMENT

LIFESCAN-C

Kidd v. Lifescan Labs of Illinois, LLC
Case No.: 2023LA44
In the Circuit Court of the Fourteenth Judicial Circuit Whiteside County, Illinois

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE DATA INCIDENT SETTLEMENT CLASS TO MAKE A CLAIM FOR OUT-OF-POCKET LOSSES AND/OR LOST TIME CLAIMS

GENERAL INSTRUCTIONS

If you have been identified on a Summary Notice you received as a potential member of the Data Incident Settlement Class, you are eligible to complete this Claim Form to claim (1) up to \$3,000 for (i) reimbursement for documented Out-of-Pocket Losses and/or (ii) up to 4 hours of lost time compensable at \$25 per hour.

If you have been identified on a Summary Notice you received as a member of the BIPA Settlement Class, and you do not timely Opt-Out of the Settlement, you will receive a check less your pro rata share reduction for Settlement Administration Costs and Expenses, Attorneys Fees and Costs, and Service Award from the BIPA Settlement Fund.

Please refer to the Long Notice posted on the settlement website www.xxxxxxxxxxxx.com, for more information on submitting a Claim Form and information on the aggregate cap on claims.

To receive benefits for Out-of-Pocket Losses or lost time, you must submit the Claim Form below by <<Claims Deadline>>.

This Claim Form may be submitted electronically via the settlement website at www.xxxxxxxxxxxx.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink.

Kidd v. Lifescan Labs of Illinois, LLC
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name Last Name

Address 1

Questions? Go to www.xxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM FOR LIFESCAN LABS DATA INCIDENT AND BIPA SETTLEMENT

LIFESCAN-C

Kidd v. Lifescan Labs of Illinois, LLC Case No.: 2023LA44 In the Circuit Court of the Fourteenth Judicial Circuit Whiteside County, Illinois

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Address 2

City State Zip Code Email Address (optional): @

Telephone Number: () -

II. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify that you are a Person whose information was maintained on Defendant Lifescan's computer systems and/or network that was impacted in the Data Incident.

Enter the Class Member ID Number provided on your Summary Notice or the last four digits of your Social Security Number:

Class Member ID : 0 0 0 0

Social Security Number (last four digits only):

III. COMPENSATION FOR LOST TIME

All members of the Data Incident Settlement Class who have spent time remedying issues related to the Data Incident may claim up to four (4) hours for lost time at a rate of \$25 per hour. Claims made for time are subject to a four (4) hour cap and can be combined with reimbursement for Out-of- Pocket Losses, subject to the Three Thousand Dollar (\$3,000) aggregate individual cap for Out-of- Pocket Losses

Hours claimed (up to 4 hours - check one box) 1 Hour 2 Hours 3 Hours 4 Hours

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident.

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM FOR LIFESCAN LABS DATA INCIDENT AND BIPA SETTLEMENT

LIFESCAN-C

Kidd v. Lifescan Labs of Illinois, LLC

Case No.: 2023LA44

In the Circuit Court of the Fourteenth Judicial Circuit Whiteside County, Illinois

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In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident. Check all activities, below, which apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
Time on the internet verifying fraudulent transactions.
Time on the internet updating automatic payment programs due to new card issuance.
Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
Other. Provide description(s) here:

IV. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

Data Incident Settlement Class Members whose information was maintained on Defendant Lifescan's computer systems and/or network that was impacted in the Data Incident may submit a Claim Form for reimbursement of documented Out-of-Pocket Losses, not to exceed \$3,000 per Settlement Class Member, that was for a monetary Out-of-Pocket Loss incurred as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) it was more likely than not caused by the Data Incident; (c) it occurred during the Claims Period, through and including between October 3, 2021 and the end of the Claims Deadline; and (d) the claimant made reasonable efforts to avoid, or seek reimbursement for, the loss. Generally, an Out-of-Pocket Loss is unreimbursed financial loss as the direct result of financial fraud or stolen identity.

You must submit documentation to obtain this reimbursement.

This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

- I have attached documentation showing that the claimed losses were more likely than not caused by the Data

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM FOR LIFESCAN LABS DATA INCIDENT AND BIPA SETTLEMENT

LIFESCAN-C

Kidd v. Lifescan Labs of Illinois, LLC
Case No.: 2023LA44
In the Circuit Court of the Fourteenth Judicial Circuit Whiteside County, Illinois

Incident.

Questions? Go to www.xxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Examples of such losses include unreimbursed payments for identity theft protection or credit monitoring services and financial losses due to stolen identity incurred as a result of the Data Incident, etc. These are only examples and do not represent a complete list of losses eligible for compensation. Please provide a description of any loss that you claim was incurred as a result of the Data Incident.

Examples of documentation include receipts for identity theft protection services, fees paid to a professional to remedy a falsified tax return, etc.

Table with 4 columns: Description of the Loss, Date of Loss, Amount, and Description of Supporting Documentation. It contains two example rows and seven empty rows for user input.

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM FOR LIFESCAN LABS DATA INCIDENT AND BIPA SETTLEMENT

LIFESCAN-C

Kidd v. Lifescan Labs of Illinois, LLC

Case No.: 2023LA44

In the Circuit Court of the Fourteenth Judicial Circuit Whiteside County, Illinois

Questions? Go to www.xxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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V. PAYMENT SELECTION

If you would like to elect to receive your settlement payment through electronic transfer, please visit the website and timely file your Claim Form. The settlement website includes a step-by-step guide for you to complete the electronic payment option.

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

____/____/_____
Date

Print Name

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Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM FOR LIFESCAN LABS DATA INCIDENT AND BIPA SETTLEMENT

LIFESCAN-C

Kidd v. Lifescan Labs of Illinois, LLC

Case No.: 2023LA44

In the Circuit Court of the Fourteenth Judicial Circuit Whiteside County, Illinois

Questions? Go to www.usingyourrights.com or call (XXX) XXX-XXXX.

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EXHIBIT B

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Are Receiving this Notice, You May Be Eligible For Benefits From A Class Action Settlement With Lifescan Labs of Illinois, LLC (“Lifescan” or “Defendant”).

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this notice.

- A proposed settlement has been reached in a class action lawsuit known as *Kidd v. Lifescan Labs of Illinois, LLC*, Civil Action No.: 2023LA44 (“Litigation”), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of Whiteside.
- This Litigation arises from certain events impacting computer systems (“Data Incident”) that may have maintained personally identifiable information of current and former employees and patients of Lifescan. Representative Plaintiff, individually and on behalf of approximately 85,360 Data Incident Settlement Class Members, raised these claims in a pre-filing communication to Lifescan on or around August 25, 2022. Therein, Plaintiff also alleged that Lifescan violated Illinois’ Biometric Information Privacy Act (“BIPA”) by failing to provide consent forms to approximately 100 individuals who utilized a hand-scanning timekeeping while employed by Lifescan. Lifescan disagrees with Plaintiff’s claims and denies any wrongdoing.
- All Data Incident Settlement Class Members can receive the following benefits from the settlement: reimbursement in the amount of the Person’s proven loss, but not to exceed three thousand dollars (\$3,000) per claim, for any monetary Out-of-Pocket Loss incurred as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) it was more likely than not caused by the Data Incident; (c) it occurred during the Claims Period, through and including between October 3, 2021 and the end of the Claims Deadline; and (d) the claimant made reasonable efforts to avoid, or seek reimbursement for, the loss. Data Incident Settlement Class Members may also make a claim for lost time of \$25 per hour for up to four (4) hours.
- For those identified as a member of the BIPA Settlement Class, you need not take any action to receive payment under this settlement. All members of the BIPA Settlement Class who do not submit a valid and timely Opt-Out will receive a check minus their pro rata share of the Settlement Administration Costs and Expenses, Attorneys Fees and Costs, and Service Award, from the BIPA Settlement Fund. If you are also a Data Incident Settlement Class Member, you can also use the Claim Form to claim Out-of-Pocket Losses or lost time.
- Lifescan has or will implement certain reasonable steps to further secure its systems and environments. Lifescan will also implement or has implemented reasonable steps to ensure compliance with BIPA regulations.
- You are included in this settlement as a Data Incident Settlement Class Member if you are a Person whose information was maintained on Defendant Lifescan’s computer systems and/or network that was impacted in the Data Incident.
- You are included in this settlement as a BIPA Settlement Class Member if you are a Person who used their hand for hand-scan timekeeping in the course of their employment with Lifescan.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	<p>If you are a Data Incident Settlement Class Member, you must submit a valid Claim Form to get money or reimbursement from this settlement.</p> <p>Claim Forms must be mailed, postmarked no later than <<Claims Deadline>>.</p> <p>Those identified as members of the BIPA Settlement Class need not submit a Settlement Claim for the benefit as a member of the BIPA Settlement Class. You can still also make a Settlement Claim for Out-of-Pocket Losses and/or lost time if you are also a member of the Data Incident Settlement Class.</p>
Do Nothing	<p>If you do nothing, you remain in the settlement.</p> <p>You give up your rights to sue and you will not get any money as a member of the Data Incident Settlement Class. However, you will still receive a benefit if you are a member of the BIPA Settlement Class.</p>

Exclude Yourself	<p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this Litigation. You will not get any money from the Settlement.</p> <p>Your Request for Exclusion must be postmarked no later than <<Opt-Out Date>>.</p>
File an Objection	<p>Stay in the settlement but tell the Court why you think the settlement should not be approved.</p> <p>Objections must be postmarked no later than <<Objection Deadline>>.</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the settlement, at your own expense. See Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for <<Final Approval Hearing>>, at <<Time>> a.m. CT.</p>

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BASIC INFORMATION

1. How do I know if I am affected by the Litigation and settlement?

You are a member of the Settlement Class if you are a member of either the Data Incident Settlement Class or the BIPA Settlement Class.

You are a Data Incident Settlement Class Member if you are a Person whose information was maintained on Defendant Lifescan's computer systems and/or network that was impacted in the Data Incident and do not file a Request for Exclusion ("Data Incident Settlement Class").

You may also be a member of the BIPA Settlement Class if you received and you are a Person who used their hand for hand-scan timekeeping in the course of their employment with Lifescan.

If you have been identified by Defendant as a potential member of either the Data Incident or BIPA Settlement Class, you will be sent a Summary Notice.

The Settlement Class specifically excludes any judge presiding over this matter and any members of their first-degree relatives or judicial staff, the officers and directors of Lifescan, Settlement Class Counsel and their first-degree relatives, and Persons who timely and validly request exclusion from the Settlement Class.

This Long Notice explains the nature of the Litigation and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Kidd v. Lifescan Labs of Illinois, LLC*, Civil Action No.: 2023LA44 ("Litigation"), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of Whiteside. The Person who sued is called the "Plaintiff" and the company they sued, Lifescan Labs of Illinois, LLC, is known as the "Defendant" in this case. Lifescan will be called "Defendant" in this Long Notice.

This Litigation arises from certain events impacting computer systems that may have maintained personally identifiable information of current and former employees and patients of Lifescan. Representative Plaintiff, individually and on behalf of approximately 85,360 Settlement Class Members, raised these claims in a pre-filing communication to Lifescan on or around August 25, 2022. Therein, Plaintiff also alleged that Lifescan violated Illinois' Biometric Information Privacy Act ("BIPA") by failing to provide consent forms to approximately 100 individuals who utilized a hand-scanning timekeeping device while employed by Lifescan. Subsequently, this Litigation was filed asserting claims against Defendant relating to the Data Incident and BIPA.

Plaintiff filed the Litigation against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident or who utilized a hand-scanning timekeeping device while employed by Lifescan.

Defendant denies any wrongdoing.

3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Representative Plaintiff, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed settlement are found in the Settlement Agreement available at www.xxxxxxxxxxxxxxxxxxt.com.

4. Why is this a class action?

In a class action, one or more people called a "Representative Plaintiff" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

5. How do I know if I am included in the settlement?

You are included in the Data Incident Settlement Class if you are a Person whose information was maintained on Defendant Lifescan’s computer systems and/or network that was impacted in the Data Incident and do not file a Request for Exclusion (“Data Incident Settlement Class”).

You are a member of the BIPA Settlement Class you are a Person who used their hand for hand-scan timekeeping in the course of their employment with Lifescan (“BIPA Settlement Class”).

If you have been identified by Defendant as a potential member of either the Data Incident or BIPA Settlement Class, you will be sent a Summary Notice. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit www.xxxxxxxxxxxxxxxxx.com, call toll free (XXX) XXX-XXXX, or write to *Kidd v. Lifescan Labs of Illinois, LLC*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

THE SETTLEMENT BENEFITS

6. What does this settlement provide?

The proposed settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement to Data Incident Settlement Class Members:

Documented Out-of-Pocket Losses Reimbursement: All Data Incident Settlement Class Members who submit a valid claim using the Claim Form are eligible for the following documented Out-of-Pocket Losses reimbursement in the amount of the Person’s proven loss, but not to exceed three thousand dollars (\$3,000) per claim, for a monetary Out-of-Pocket Loss incurred as a result of the Data Incident if: (a) it is an actual, documented, and unreimbursed monetary loss; (b) it was more likely than not caused by the Data Incident; (c) it occurred during the Class Period, through and including October 3, 2021 and the end of the Claims Deadline; and (d) the claimant made reasonable efforts to avoid, or seek reimbursement for, the loss.

This list of reimbursable documented Out-of-Pocket Losses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident.

To receive reimbursement from the Data Incident Settlement Fund for any of the above-referenced documented Out-of-Pocket Losses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: All Data Incident Settlement Class members who spent time remedying issues related to the Data Incident are eligible to receive reimbursement of twenty-five dollars (\$25) per hour with an attestation that any claimed lost time was spent related to the Data Incident and a written description of (i) the actions taken in response to the Data Incident and (ii) the time associated with each action that was reasonably spent mitigating the effects of the Data Incident. Claims made for time are subject to a four (4) hour cap and can be combined with reimbursement for Out-of- Pocket Losses, subject to the three thousand dollar (\$3,000) aggregate individual cap for Out-of- Pocket Losses.

BIPA Violation Compensation: For those identified as a member of the BIPA Settlement Class, by using your hand for hand-scan timekeeping in the course of their employment with Lifescan, you need not take any action to receive payment for this portion of the settlement. All BIPA Settlement Class members who do not submit a valid and timely Opt-Out will receive a check from the BIPA Settlement Fund minus their *pro rata* share of the Settlement Administration Costs and Expenses, Attorneys Fees and Costs, and Service Award from the BIPA Settlement Fund. To receive a benefit from the Data Incident Settlement Fund you must make a claim for Out-of-Pocket Losses or lost time.

Remedial Relief: Lifescan has implemented or will implement certain reasonable steps to further secure its systems and environments. Defendant will also implement or has implemented reasonable steps to ensure compliance with BIPA regulations. Defendant estimates that the value of the already implemented and planned business practice changes is approximately or more than \$250,000. These security measures will be or have been paid for by Lifescan separate and apart from other settlement benefits.

7. How to submit a Claim Form

All Claim Forms will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money and/or reimbursement from Data Incident Settlement Fund under the proposed settlement. Claim Forms must be postmarked no later than <<Claims Deadline>>. For more information, please visit www.xxxxxxxxxxxxxx.com or you can call the Claims Administrator at (XXX) XXX-XXXX for a Claim Form.

8. What am I giving up as part of the settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Lifescan, its past or present owners, parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, among others (collectively, the “Released Parties”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Parties, is available at www.xxxxxxxxxxxxxx.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Representative Plaintiff receive compensation?

Yes. If approved by the Court, the Representative Plaintiff will receive a Service award of up to \$10,000, to compensate them for their services and efforts in bringing the Litigation. The Court will make the Final decision as to the amount, if any, to be paid to the Representative Plaintiff.

EXCLUDE YOURSELF

10. How do I exclude myself from the settlement?

If you do not want to be included in the settlement, you must “Opt-Out” by sending a timely written Request for Exclusion, stating your full name, address, and telephone number. Your Request for Exclusion must be personally signed by you and contain your original signature (or the original signature of a Person previously authorized by law, such as a trustee, guardian, or Person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Litigation). Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement.

Your written Request for Exclusion must be postmarked no later than <<Opt-Out Date>> to:

Kidd v. Lifescan Labs of Illinois, LLC
c/o Kroll Settlement Administration
PO Box XXXX
New York, NY 10150-XXXX

Instructions on how to submit a Request for Exclusion are available at www.xxxxxxxxxxxxxx.com or from the Claims Administrator by calling (XXX) XXX-XXXX.

If you exclude yourself you will not be able to receive any cash benefit from the settlement, and you cannot object to the settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Litigation, and you will keep your right to sue Defendant on your own for the claims that this settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the settlement, and the settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the settlement if the Court approves it, you will not get any money or reimbursement from the settlement (unless you are a member of the BIPA Settlement Class), you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Parties (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and David Fish of Fish Potter Bolaños, P.C (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an Attorneys’ Fees and Expense Award of up to \$444,000. A copy of Settlement Class Counsel’s Motion for Attorneys’ Fees and Expenses Award and Service Award for Representative Plaintiff will be posted on the settlement website, www.xxxxxxxxxxxxxx.com, before the Final Approval Hearing. The Court will make the Final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed settlement or some part of it, you must file an objection with the Court telling it why you do not think the settlement should be approved.

Notices of intent to object must be submitted in writing and include all the following information:

- a) State the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- b) Contain the objecting Settlement Class Member’s original signature;
- c) Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident);
- d) Set forth a statement of all grounds for the Objection, including any legal support for the Objection that the objector believes applicable;
- e) Identify all counsel representing the objector;
- f) State whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;
- g) Contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

Your notice of intent to object must be filed with the Clerk of Court and include the case name and docket number, *Kidd v. Lifescan Labs of Illinois, LLC*, Civil Action No.: [xxxxxxxxxxx](#) (“Litigation”), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of Whiteside to be received no than **<<Objection Deadline>>** at:

In addition, you must concurrently mail or hand deliver a copy of your objection to Settlement Class Counsel and Lifescan’s Counsel, postmarked no later than <<Objection Deadline>>:

CLASS COUNSEL	LIFESCAN (DEFENSE) COUNSEL
<p>Gary M. Klinger, Esq. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street Suite 2100 Chicago, IL 60606</p>	<p>Melissa Siebert COZEN O’CONNOR 123 North Wacker Drive Suite 1800 Chicago, IL 60606</p>

In addition, if the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Lifescan Counsel, a notice of appearance no later than sixty (60) days after the Notice Deadline. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;
- b) Include each such attorney’s name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;
- c) Include a list identifying all objections each counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney, and;
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness’s expected testimony at least thirty (30) days before the Final Approval Hearing.

If you do not submit your notice of intent to object with all requirements, or if your notice of intent to object is not received by <<Objection Deadline>>, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

THE FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing on <<Final Approval Hearing Date>>, <<Time>> a.m. CT in Courtroom ____, of the Circuit Court of Whiteside County, Illinois <<Court Address>>. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check this website for updated information.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid notices of intent to object, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Attorneys' Fees and Expenses Award to Settlement Class Counsel and the request for a Service Award to the Representative Plaintiff.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit a notice of intent to object, you do not have to come to the hearing to talk about it. If your notice of intent to object was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file a notice of intent to object according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

GET MORE INFORMATION

20. How do I get more information about the settlement?

This is only a summary of the proposed settlement. If you want additional information about this Litigation, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees and Expenses Award when available, and Service Award for Representative Plaintiff, and more, please visit this website or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at *Kidd v. Lifescan Labs of Illinois, LLC*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR LIFESCAN'S
COUNSEL.**

EXHIBIT C-1

A proposed settlement has been reached in a class action lawsuit known as *Kidd v. Lifescan Labs of Illinois, LLC*, Case No.: 2023LA44, (“Litigation”), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of Whiteside.

YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE BIPA SETTLEMENT CLASS.
YOU NEED NOT SUBMIT A CLAIM FOR THIS BENEFIT.

What is this about? This case is known as *Kidd v. Lifescan Labs of Illinois, LLC*, Case No.: 023LA44 (“Litigation”), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of Whiteside. The Person who sued is called the “Plaintiff” and the company they sued, Lifescan Labs of Illinois, LLC, is known as the “Defendant” in this case. This Litigation arises from certain events impacting computer systems that may have maintained personally identifiable information of current and former employees and patients of Lifescan. Representative Plaintiff raised claims related to this incident in a pre-filing communication to Lifescan on or around August 25, 2022. Therein, Representative Plaintiff also alleged that Lifescan violated Illinois’ Biometric Information Privacy Act (“BIPA”) by failing to provide consent forms to approximately 100 individuals who utilized hand-scanning timekeeping while employed by Lifescan. Subsequently, Plaintiff filed this Litigation, individually, and on behalf of, among others, anyone who used their hand for hand-scan timekeeping in the course of their employment with Lifescan. Defendant denies any wrongdoing.

Who is a Settlement Class Member?

BIPA Settlement Class: You have been identified as a member of the BIPA Settlement because you are a Person who used their hand for hand-scan timekeeping in the course of their employment with Lifescan (“BIPA Settlement Class”). You need not submit a claim for this benefit.

What are the benefits? The settlement provides the following benefits to BIPA Settlement Class Members who do not file a Request for Exclusion:

- **BIPA Violation Compensation:** Unless you opt-out of the settlement, you will receive a proportionate share of the BIPA Settlement Fund, less your share of Administrative Costs, Attorneys’ Fees and Expenses Award, and Service Awards.

- **For More Information.** Visit the settlement website at www.xxxxxxxxxxxxxxxxxx.com, contact the Claims Administrator at the address below, or call **(XXX) XXX-XXXX**.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the settlement. You give up your rights to sue, but you will still receive a benefit as a member of the BIPA Settlement Class.
- **Exclude yourself:** You can get out of the settlement and keep your right to sue, but you will not get any money from the settlement. You must submit a Request for Exclusion to the Claims Administrator by **<<Opt-Out Date>>**.
- **Object:** If you do not exclude yourself, you may object to the settlement, Settlement Class Counsel’s motion for attorneys’ fees, costs and expenses and Service Awards to Representative Plaintiff by **<<Objection Deadline>>**. The Court has scheduled a hearing in this case for **<<Hearing Date>>**, to consider whether to approve the settlement, attorneys’ fees, costs and

expenses of up to 37% (\$444,000) of the Settlement Fund, Service Awards of up to \$10,000 for the Representative Plaintiff, as well as any objections. Detailed instructions on how to exclude yourself, or object can be found on the Long Notice found on the settlement website. Visit the Documents section of the website or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at *Kidd v. Lifescan Labs of Illinois, LLC*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

EXHIBIT C-2

**A proposed settlement has been reached in a class action lawsuit
known as *Kidd v. Lifescan Labs of Illinois, LLC*, Case No.: 2023LA44,
("Litigation"), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of
Whiteside.**

YOU HAVE BEEN IDENTIFIED AS A POTENTIAL MEMBER OF THE DATA INCIDENT
SETTLEMENT CLASS. YOU NEED TO SUBMIT A CLAIM FOR THIS BENEFIT.

What is this about? This case is known as *Kidd v. Lifescan Labs of Illinois, LLC*, Case No.: 023LA44 ("Litigation"), filed in Illinois Circuit Court of the 14th Judicial Circuit, County of Whiteside. The Person who sued is called the "Plaintiff" and the company they sued, Lifescan Labs of Illinois, LLC, is known as the "Defendant" in this case. This Litigation arises in part from certain events impacting computer systems ("Data Incident") that may have maintained personally identifiable information of current and former employees and patients of Lifescan. Representative Plaintiff, individually and on behalf of approximately 85,360 Settlement Class Members, raised these claims in a pre-filing communication to Lifescan on or around August 25, 2022. Subsequently, Plaintiff filed this Litigation, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Incident, asserting claims against Defendant relating to the Data Incident. Defendant denies any wrongdoing.

Who is a Settlement Class Member?

Data Incident Settlement Class: You are included in the Data Incident Settlement Class if you are a Person whose information was maintained on Lifescan's computer systems and/or network that was impacted in the Data Incident and do not file a Request for Exclusion ("Data Incident Settlement Class").

What are the benefits? The settlement provides the following benefits to Data Incident Class Members who submit a claim:

- **Documented Out-of-Pocket Losses Reimbursement:** Up to \$3,000 for documented Out-of-Pocket Losses and fees for bank fees, cell phone charges, credit reports, credit monitoring, or other identity theft insurance products incurred as a result of the Data Incident.
- **Lost Time Compensation:** Compensation for up to four (4) hours of lost time spent dealing with the Data Incident (\$25 per hour) per Person and can be combined with reimbursement for Out-of-Pocket Losses, subject to the three thousand dollar (\$3,000) aggregate individual cap for Out-of-Pocket Losses.
- **How to make a claim.** You must file a Claim Form by mail postmarked by <<Claims Deadline>>, and mailed to the Claims Administrator's address below, or online at www.xxxxxxxxxxxxxx.com by <<Claims Deadline>> to receive benefits from the settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the settlement. You give up your right to sue, but you will not get any money as a member of the Data Incident Settlement Class.
- **Exclude yourself:** You can get out of the settlement and keep your right to sue about the claims in this Litigation, but you will not get any money from the settlement. You must submit a Request for Exclusion to the Claims Administrator by <<Opt-Out Date>>.

• **Object:** If you do not exclude yourself, you may object to the settlement, Settlement Class Counsel’s motion for attorneys’ fees, costs and expenses and Service Awards to Representative Plaintiff by <<Objection Deadline>>. The Court has scheduled a hearing in this case for <<Hearing Date>>, to consider whether to approve the settlement, attorneys’ fees, costs and expenses of up to 37% (\$444,000) of the Settlement Fund, Service Awards of up to \$10,000 for the Representative Plaintiff, as well as any objections. Detailed instructions on how to file a Claim Form, exclude yourself, or object can be found on the Long Notice found on the settlement website. Visit the Documents section of the website or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at *Kidd v. Lifescan Labs of Illinois, LLC*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

EXHIBIT D

**IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS**

TYLER KIDD, *individually and on behalf of
all others similarly situated,*

Plaintiff,

v.

LIFESCAN LABS OF ILLINOIS, LLC

Defendant.

Case No. 2023LA44

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter coming before the Court on Plaintiff’s Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement, and with the Court being fully advised on the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the settlement agreement (the “Agreement”).
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Agreement. Based on this preliminary evaluation, the Court finds that the Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.
3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable and adequate, (ii) the Agreement has been negotiated at arm’s length between experienced attorneys familiar with the legal and factual issues of this case and (iii) the settlement

warrants notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies two separate Settlement Classes. The BIPA Settlement Class is defined as: “All individuals who used their hand for hand-scan timekeeping in the course of their employment with Lifescan and who are one of the persons on the class list that Lifescan provides to the Settlement Administrator who is identified as a member of the BIPA Settlement Class.” The Data Incident Settlement Class is defined as “all persons whose information was maintained on Defendant Lifescan’s computer systems and/or network that was impacted in the Data Incident.”

Excluded from the Settlement Class are (a) any Judge presiding over this Litigation and members of their first-degree relatives or judicial staff; (b) officers and directors of Lifescan; and (c) persons who properly execute and file a timely request for exclusion from the Settlement Class.

5. For settlement purposes only, the Court hereby approves the appointment of Plaintiff Tyler Kidd as Class Representative.

6. For settlement purposes only, the Court hereby approves the appointment of Milberg Coleman Bryson Phillips Grossman, PLLC and Fish Potter Bolanos, P.C. as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel.

7. On _____ at _____ a.m/p.m., this Court will hold a final approval hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether: (a) final approval of the Agreement should be granted and (b) Class Counsel’s application for attorney’s fees and expenses and an incentive award to the Class Representative should be granted. No later

than 14 days prior to the Opt-out/Objection Deadline Plaintiff must file any papers in support of Class Counsel's application for attorneys' fees and the Service Award to the Class Representative, and no later than 14 days prior to Final Approval Hearing Plaintiff must file any papers in support of final approval of the Agreement and in response to any objections.

8. Pursuant to the Agreement, Kroll Settlement Administration, LLC is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Agreement or this Order.

9. The Court approves the proposed plan for giving notice to the Settlement Class, via direct Notice in the U.S. Mail, as fully described in the Agreement. The plan for giving notice, in form, method and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons entitled thereto.

10. The Court hereby directs the parties and Settlement Administrator to complete all aspects of the notice plan no later than 45 days after entry of this Order.

11. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline, *i.e.*, 85 days after the date of this order. Settlement Class Members shall be bound by all determinations and orders pertaining to the Agreement, including the release of all claims to the extent set forth in the Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as provided in the Agreement. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Agreement.

12. Any member of the Settlement Class may comment in support of, or in opposition to, the Agreement at his or her own expense; provided, however, that all comments and objections must (1) be filed with the Clerk of the Court, and (2) be postmarked or delivered to Class Counsel and Defendant's counsel as described in the Notice, no later than the Objection/Exclusion Deadline.

13. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the final approval hearing in accordance with the terms of the Agreement and as detailed in the Notice, and at the same time provide copies to designated counsel for the parties, shall not be permitted to object to the Agreement at the final approval hearing, and shall be foreclosed from seeking any review of the Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in this Litigation or any other action or proceeding.

16. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Litigation. In the event that the Agreement fails to become effective, is overturned on appeal or does not become final for any reason whatsoever, the parties shall be restored to their respective positions in the Litigation as of the date of the signing of the Agreement, and no reference to the Settlement Class, the Agreement or any documents, communications or negotiations related in any way thereto shall be made for any purpose.

17. Pending the final determination of the fairness, reasonableness and adequacy of the Settlement, no Settlement Class Member may prosecute, institute, commence or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Parties.

18. A “Final Approval Hearing” shall be held before the Court on _____ at _____ a.m./p.m. for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable and adequate and should be approved by the Court;
- c. to determine whether the judgment as provided under the Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Agreement;
- d. to consider the application for an award of attorney’s fees, costs and expenses of Class Counsel;
- e. to consider the application for a Service Award to the Class Representative;
- f. to consider the distribution of court-approved attorneys’ fees and any Service Award, as well as any settlement funds to claiming class members pursuant to the Agreement and
- g. to rule upon such other matters as the Court may deem appropriate.

19. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Agreement and a Final Approval Order in accordance with the Agreement that adjudicates the rights of all Settlement Class Members.

20. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

21. All discovery and other proceedings in the Litigation as between Plaintiff and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Agreement and this Order.

22. For clarity, the deadlines set forth above and in the Agreement are as follows:

Notice Completion Deadline: 45 Days after Preliminary Approval

Motion for Final Approval: 14 Days before Final Approval Hearing

Motion for Service Award, Attorneys' Fees and Costs: 14 Days before the deadline for Class Members to Opt-Out or Object

Opt-Out Deadline: 85 Days after Preliminary Approval

Objection Deadline: 85 Days after Preliminary Approval

Replies in Support of Final Approval, Service Award and Fee Requests: 7 Days before Final Approval Hearing

Claim Deadline: 100 Days after Preliminary Approval

IT IS ORDERED.

ENTERED: _____

JUDGE: _____