

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS, LAW DIVISION**

JACQUELINE TORRES, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MAPEI CORPORATION,

Defendant.

Case No. 2021L000229

Hon. Jennifer Barron

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff, Jacqueline Torres (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, MAPEI Corporation (“MAPEI”). The Settlement Class and Plaintiff are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiff and MAPEI are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On February 22, 2021, Plaintiff filed a putative class action in the Circuit Court of DuPage County, Illinois, Eighteenth Judicial Circuit. The material allegations of the Complaint were that MAPEI collected, stored and used – without first providing notice, obtaining informed written consent or publishing data retention policies – the finger and/or handprints and associated personally identifying information of hundreds of its workers (and former workers), who were required to “clock in” with their finger and/or handprints, in violation of the Illinois Biometric Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*

B. On August 16, 2023, MAPEI filed a motion to dismiss pursuant to 735 ILCS 5/2-615 and 5/2-619 challenging the sufficiency of Plaintiff's allegations.

C. On October 24, 2023, after full briefing and oral argument, the Court denied MAPEI's motion to dismiss.

D. On November 14, 2023, MAPEI filed an answer, denying liability and wrongdoing and asserting seven affirmative defenses.

E. Thereafter, the Parties engaged in written discovery, including on the merits of Plaintiff's claims, and the contours of the proposed class.

F. Following the Court's order on the motion to dismiss, the Parties engaged in settlement discussions and, after months of negotiation, agreed to participate in a private mediation.

G. On July 24, 2024, the Parties participated in a mediation with the Honorable James R. Epstein (Ret.) of JAMS Chicago. The mediation lasted approximately seven hours where the Parties engaged in good faith negotiations, which were arm's length at all times.

H. At the mediation, the Parties agreed to all material terms and executed a binding Terms Sheet. The Terms Sheet was executed on July 24, 2024.

I. At all times, MAPEI has denied, and continues to deny, any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and denies that certification of a litigation class is necessary or proper. Accordingly, any references to the alleged business practices of MAPEI in this Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of MAPEI. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, MAPEI has concluded it is

desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as, or deemed to be, evidence of or an admission or concession of liability or wrongdoing on the part of MAPEI, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

J. Plaintiff believes that the claims asserted in the Action against MAPEI have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that MAPEI has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against MAPEI through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

K. MAPEI maintains that the claims asserted against it are meritless, that it has a number of meritorious defenses to the claims asserted in this action, and that MAPEI would prevail in this matter on summary judgment or at trial. MAPEI denies any wrongdoing and any liability to Plaintiff and the Settlement Class whatsoever. MAPEI also denies that class certification is

warranted or appropriate. Nevertheless, MAPEI recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to business operations arising out of class action litigation. MAPEI also recognizes the risks that a trial on class-wide claims might present. Accordingly, MAPEI believes that the Settlement set forth in the Agreement is likewise in the best interests of all parties involved.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and MAPEI, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Jacqueline Torres v. MAPEI Corporation.*, Case No. 2021L000229, pending in the Circuit Court of DuPage County, Illinois, Eighteenth Judicial Circuit.

1.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 “Approved Claim” means a Claim Form submitted by a Settlement Class Member (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim

Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 “**BIPA**” shall mean the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.5 “**Claim Form**” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be completed by Settlement Class Members who wish to file a Claim for a payment.

1.6 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the mailing of the Class Notice and Claim Form by the Settlement Administrator to the Settlement Class Members. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form. Settlement Class Members who do not return valid claim forms by the Claims Deadline will not be entitled to any payment pursuant to this Settlement Agreement.

1.7 “**Class Counsel**” means Philip L. Fraietta and Brittany S. Scott of Bursor & Fisher, P.A. and Carl V. Malmstrom of Wolf Haldenstein Adler Freeman & Herz, LLC.

1.8 “**Class Period**” means the period of time from February 22, 2016 to February 22, 2021.

1.9 “**Class Representative**” means the named Plaintiff in this Action: Jacqueline Torres.

1.10 “**Court**” means the Circuit Court of DuPage County, Illinois, Eighteenth Judicial Circuit.

1.11 “Defendant” or “MAPEI” means MAPEI Corporation.

1.12 “Defendant’s Counsel” or “MAPEI’s Counsel” means Melissa Siebert and David Margulis of Cozen O’Connor P.C.

1.13 “Effective Date” means the date ten (10) days after which all of the events and conditions specified in Paragraph 8.1 have been met and have occurred.

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

1.15 “Final” when not used in combination with any other term defined herein, means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.16 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representative.

1.17 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.18 “Final Settlement Approval Date” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Settlement Approval Order and Final Judgment approving the Settlement Agreement, if no appeal has been filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Settlement Approval Order and Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.19 “Maximum Settlement Amount” or “Settlement Fund” is the absolute maximum amount MAPEI could be obligated to pay for purposes of this settlement. Under no circumstances will MAPEI be obligated to pay anything exceeding the Maximum Settlement Amount. The Maximum Settlement Amount will be \$960 multiplied by the number of Settlement Class Members. Here, the Maximum Settlement Amount is \$282,240, based upon the Settlement Class Member count confirmed by MAPEI. Each Settlement Class Member may submit a claim for a payment of what Class Counsel estimates is approximately \$555.97, which amounts to \$960 reduced by each Settlement Class Member’s proportionate share of (i) Settlement Administration Expenses; (ii) Fee Awards, and (iii) Service Awards. The actual amount of the Settlement Fund with respect to Approved Claims will be determined on a “claims made” basis such that only those individual Approved Claims will be funded. Any monies not paid in Settlement Administration Expenses, Fee Awards, Service Awards or settlement payments to the timely and valid claiming members of the Settlement Class, shall be retained by Defendant. The Parties agree that in the

event the final count of the Settlement Class size increases by more than 10% of the current class size of 294, the Settlement Fund shall increase on a pro rata basis (*i.e.*, \$960 per Class Member).

1.20 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, and substantially in the form of Exhibits A, B and C, hereto.

1.21 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.

1.22 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.23 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, 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 spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.24 “Plaintiffs” means Jacqueline Torres and the Settlement Class Members.

1.25 “Preliminary Approval” means the Court’s conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.26 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class.

1.27 “Released Claims” means any and all claims, liabilities, demands, causes of action, and lawsuits of the Plaintiff and Settlement Class Members, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the Action or any other actions filed (or to be filed) by Plaintiff and Settlement Class Members against Released Parties relating in any way to or connected with the alleged capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, conversion and/or other use of alleged biometric identifiers and/or biometric information, including, but not limited to, in connection with any Timekeeping System used by Defendant from February 22, 2016 to the date of Preliminary Approval, including, but not limited to, claims arising out of the Illinois Biometric Information Privacy Act, 740 ILCS 14/10, *et seq.*, (“BIPA”). This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive or exemplary damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law which may arise from the Released Claims.

1.28 “Released Parties” means MAPEI Corporation and/or any or all of its past, present, or future direct or indirect parents, owners, subsidiaries, divisions, affiliates, predecessors, successors, assigns, associates, holding companies, and any other related entities, associations, limited liability companies, and partnerships (collectively, “Released Entities”), and any employees, owners, agents, consultants, independent contractors, board members, agents, insurers, reinsurers, directors, managing directors, officers, shareholders, principals, members, investors, accountants, financial and other advisors, investment bankers, underwriters, lenders, auditors, representatives, attorneys, successors in interest, heirs, executors, or assigns of the Released Entities, and any other persons, firms, trusts, corporations, or any other individuals or entities in which any of the above have a controlling interest, to which any of the above is related, or with which they are affiliated, and all past and present suppliers, contractors, vendors, and providers of payroll and related services, including but not limited to providers of biometric time tracking and reporting services, software, and equipment.

1.29 “Releasing Parties” means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, spouse, parent, child, guardian, associate, co-owner, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.30 “Service Award” means an award approved by the Court that is payable to Plaintiff by Defendant pursuant to the terms set forth herein.

1.31 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants). Settlement Administration Expenses will be paid thirty (30) days after the Final Settlement Approval Date from the Settlement Fund.

1.32 “Settlement Administrator” means Analytics Consulting LLC, or such other reputable administration company that has been selected by Class Counsel and reasonably acceptable to MAPEI and approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement, and disbursing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel will make its best efforts to obtain a Settlement Administrator quote not to exceed \$15,000. Any Settlement Administration Expenses that exceed this amount will be deducted from the Settlement Fund and will not be an additional cost to Defendant. Payment of Class Administration Expenses will be deducted from each Settlement Class Member’s Cash Payment amount, as further set forth in Paragraph 2.1.

1.33 “Settlement Class” means all individuals who worked or are currently working for Defendant in the State of Illinois who used ADP finger-scan timekeeping devices while employed by Defendant during the Class Period, who did not first execute a written consent or release. Also

excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) MAPEI, MAPEI's subsidiaries, parent companies, successors, predecessors, and any entity in which MAPEI or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the Class; (4) the legal representatives, successors or assigns of any excluded Persons; and (5) Persons who provided informed written consent to Defendant or its agent(s) prior to their use of the Timekeeping System.

1.34 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class. MAPEI has represented that there are 294 Settlement Class Members.

1.35 “Timekeeping System” means the timekeeping technology used by MAPEI in Illinois which utilized a scan of Plaintiff's and the other Settlement Class Members' fingers as part of the process of recording their time in order to be paid.

1.36 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members. This is a “fund as you go” Settlement. Each Respective Settlement Class Member who submits a valid, timely claim will be paid a Cash Payment of \$960, less that Settlement Class Member's pro rata share of the Service Award, Fee Award, and Settlement Administration Expenses. Each Settlement Class Member's pro rata share of the foregoing fees and costs will be calculated by dividing the total fees and costs by the class size. The Cash Payments will be based on the total number of Approved Claims received during the Class Notice Period, less these stated deductions, and will not be funded until thirty (30) days

after the Final Settlement Approval Date. Thus, by way of further example, funding would be as follows thirty (30) days after the Final Settlement Approval Date in this matter. Assuming a Service Award of \$5,000, a Fee Award of 35% (\$98,740), Settlement Administration Expenses of \$15,000, and a claims rate of 35%, each Settlement Class Member will be entitled to receive approximately \$555.97 from the Settlement Fund. This would allocate \$118,784 for the Service Award, Fee Award and Settlement Administration Expenses.

2.2 Each Settlement Class Member will be entitled to submit a Claim Form for cash payment, consistent with this paragraph and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class Member may file a Claim Form that will, if valid after it is completed by the Settlement Class Member submitting the Claim Form, entitle him or her to an approximate cash payment of \$555.97.

(b) *Method of Payment.* Each Settlement Class Member shall receive his or her cash payment via check.

(c) *Cash Payment from Fund.* Cash payments for Approved Claims will be paid thirty (30) days after the Final Settlement Approval Date from the Settlement Fund.

(d) *Time to Cash Check.* All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a check issued to a Settlement Class Member is not negotiated within ninety (90) days after the date of issuance, such funds shall revert to MAPEI.

2.3 Prospective Relief

MAPEI represents that it has provided notices, consents and releases that comply with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, in connection with its use of the Timekeeping System in Illinois, and that it will continue to do so.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than 28 days after the full execution of this Settlement Agreement, MAPEI shall produce an electronic list from its records that includes the names and last known postal addresses, to the extent available, belonging to Persons within the Settlement Class. This electronic document shall be called the “Class List,” and shall be provided to the Settlement Administrator for the sole purpose of giving notice to the Settlement Class Members and will be kept confidential by the Settlement Administrator and not shared with Class Counsel or Plaintiff.

(b) *Direct Notice via U.S. Mail.* No later than the twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send notice to Settlement Class Members via First Class U.S. Mail substantially in the form attached as Exhibits A, B, and C together with a postcard Claim Form with return postage prepaid.

(c) If any Notice is returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall re-mail the Notice to the forwarding address within five (5) business days. If any Notice is returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall attempt to ascertain a valid address for the affected Settlement Class Member by seeking change of address information through the U.S. Postal

Service's National Change of Address Link, and shall re-mail the Notice within five (5) business days to the address(es) that are found.

(d) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available URL (such as, for example, www.mapeibipasettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and MAPEI's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's full name, address and current telephone number; (2) the case name and number of this Action; (3) the date range during which he/she was employed by or worked for Defendant; (4) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (5) all grounds for the objection, with factual and legal support for the stated objection, including all citations to legal authority and evidence or other materials supporting the objection;

(6) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; (7) the objector's signature; (8) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (9) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules), and if the objector does intend to appear, the objector must identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator, and must include in any such exclusion request: (a) his/her full name, address, and current telephone number; (b) the case name and number of this Action; (c) the date range during which he/she was employed by or worked for Defendant; (d) all grounds for the request to be excluded, with factual and legal support for the stated request, including any supporting materials; (e) the identification of any other exclusion requests he/she has filed, or has had filed on his/her behalf,

in any other class action cases in the last five years; and (f) the requestor's signature. If represented by counsel, the Settlement Class Member requesting to be excluded must also provide the name and telephone number of his/her counsel. A request to be excluded that does not include all of this required information, that does not clearly state an intention to be excluded, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) submitting such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved.

(a) If five percent (5%) or more Settlement Class Members file requests for exclusion, Defendant shall have the right to nullify this Agreement at its sole discretion.

(b) Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6 Any Settlement Class Member who does not exclude himself or herself from the Settlement Agreement by the Objection/Exclusion Deadline or does not submit a valid claim form by the Claims Deadline shall be forever barred from receiving any distribution from the Settlement Fund and any other payment or benefits pursuant to the Settlement Agreement, but shall in all other respects be bound by the terms of the Settlement Agreement, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind concerning the Released Claims.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and MAPEI's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and MAPEI's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by MAPEI, to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Upon request, forward to MAPEI's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Provide Class Counsel and MAPEI's Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts in a form approved by Class Counsel and MAPEI's Counsel, website postings or language or other communications in a form approved by Class Counsel and MAPEI's Counsel with the Settlement Class, at least five (5) days

before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and MAPEI's Counsel agree to waive this requirement in writing on a case by case basis;

(c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and MAPEI's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and MAPEI's Counsel;

(d) Provide weekly reports to Class Counsel and MAPEI's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(e) Make available for inspection by Class Counsel or MAPEI's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim by determining if the Person is on the Class List and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. If a Person submits a timely Claim Form by the Claims Deadline where the Person appears on the Class List but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such Person one (1) reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-one (21)

calendar days after providing notice of the deficiency. If the Settlement Administrator receives such information more than twenty-one (21) calendar days after providing notice of the deficiency, then any such claim shall be denied. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 MAPEI's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members. The Settlement Administrator shall follow any agreed decisions of Class Counsel and MAPEI's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and MAPEI's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5. MAPEI, the Released Parties, and MAPEI's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.6. All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

6.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; conditional certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, and C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or expand the obligations of MAPEI.

6.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

6.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, and the rules of the Court;

(d) conditionally find that the prerequisites for a class action under ILCS 735 5/2-801 have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representative are typical of the claims of the Settlement Class they seek to represent;

(4) the Class Representative has and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;

(i) close the case; and

(j) incorporate any other provisions, as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

6.4 The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective

Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

7. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.

7.1 MAPEI agrees that Class Counsel may apply for and receive from the Settlement Fund, subject to Court approval, attorneys’ fees, costs, and expenses not to exceed 35% of the Settlement Fund (*i.e.*, up to \$98,784). Plaintiff will petition the Court for an award of such attorneys’ fees, costs, and expenses, and MAPEI agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel’s petition for attorneys’ fees, costs, and expenses if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys’ fees, costs, and expenses. Payment of the Fee Award shall be made from the Settlement Fund within 30 days following the Final Settlement Approval Date, subject to Class Counsel providing a stipulated undertaking, as defined in Paragraph 7.2 below.

7.2 The Fee Award shall be payable by MAPEI within thirty (30) days after the Final Settlement Approval Date, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and Costs (the “Undertaking”) attached hereto as Exhibit D and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer pursuant to instructions provided by Class Counsel and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then Class Counsel shall return such funds to MAPEI.

7.3 MAPEI agrees that, subject to Court approval, it will pay a Service Award to the Class Representative from the Settlement Fund, in addition to any settlement payment pursuant to

this Agreement, in the amount of up to five thousand dollars (\$5,000.00), subject to the Class Representative signing a separate General Release of Claims. MAPEI shall not object to or otherwise challenge, directly or indirectly, Class Counsel's application for a Service Award to the Class Representative so long as the Service Award is limited to this amount and so long as the Class Representative signs this separate General Release of Claims. Class Counsel, in turn, agrees to seek no more than this amount from the Court as the Service Award for the Class Representative. Any awards shall be paid by the Settlement Administrator from the Maximum Settlement Amount (in the form of a check addressed to the Class Representative) within five (5) business days after the Effective Date. Any modification to the terms or timing or reduction of the proposed amount of the Class Representative incentive awards shall in no way impact the validity of the settlement of this Action.

8. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

8.1 The Effective Date of this Settlement Agreement shall not occur until all of the following events occur, and shall be the date which falls ten (10) calendar days after the last (in time) of the following events:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Illinois Code of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The Final Judgment has become Final, as defined above, or, if the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

8.2 If some or all of the conditions specified in Paragraph 8.1 are not met, or if this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated unless Class Counsel and MAPEI's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, Class Counsel's request for payment of attorneys' fees, costs and/or expenses and/or the request for Service Award payments set forth in Paragraph 7 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

8.3 If this Agreement is terminated or fails to become effective, including but not limited to, for the reasons set forth in Paragraphs 8.1-8.2 above, the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement and the Class Action Settlement Term Sheet entered into between MAPEI and the Class Representative shall be cancelled, null, and void. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement and the Class Action Settlement Term Sheet had never been entered into. If the Final Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within thirty (30) days, repay to MAPEI, based upon written instructions provided by MAPEI's Counsel, the full amount paid by MAPEI into the Settlement Fund, including any accrued interest. If the Service Award or attorneys' fees

and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Class Counsel shall within thirty (30) days repay to MAPEI, based upon written instructions provided by MAPEI's Counsel, the attorneys' fees and costs paid to Class Counsel and/or Class Representative from the Settlement Fund, in the amount vacated or modified, including any accrued interest.

9. MISCELLANEOUS PROVISIONS.

9.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and MAPEI's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

9.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by MAPEI, or each or any of them, in bad faith or without a reasonable basis.

9.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to

the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

9.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement, the Class Action Settlement Term Sheet, or any other settlement document, nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. MAPEI, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in MAPEI's best interests. Any public statements made by Plaintiff or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or

omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties 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;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's or the

Settlement Class' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

9.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would MAPEI be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by MAPEI in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

9.6 No person or entity shall have any claim against the Class Representative, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

9.7 The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations to the Plaintiff, Class Members, or Class Counsel regarding the legal or tax consequences of this agreement, including any benefit or monies paid and received. The Plaintiff, Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Agreement.

9.8 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

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

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

9.11 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

9.12 This Agreement and its Exhibits and the Class Action Settlement Term Sheet, set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits or the Class Action Settlement Term Sheet other than the representations, warranties and covenants contained and

memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

9.14 Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

9.15 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

9.16 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

9.17 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

9.19 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflict of laws provisions.

9.20 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms' length negotiations among the Parties. Because all Parties have contributed

substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

9.21 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019 and Melissa Siebert, Cozen O'Connor, P.C., 123 North Wacker Drive, Suite 1800, Chicago IL 60606.

[Signature page to follow]

IT IS SO AGREED TO BY THE PARTIES:

Dated: 08/29, 2024

JACQUELINE TORRES

By:  _____
Jacqueline Torres (Aug 29, 2024 20:38 CDT)

Jacqueline Torres, individually and as representative of the Class

Dated: _____, 2024

MAPEI CORPORATION.


By: _____

Its: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: Aug. 30, 2024

BURSOR & FISHER, PA

By:  _____

Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: August 30, 2024

**WOLF HALDENSTEIN ADLER FREEMAN & HERZ
LLC**

By:  _____
Carl Malmstrom (Aug 30, 2024 10:14 CDT)

Carl V. Malmstrom
malmstrom@whafh.com
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC
111 W. Jackson Street, Suite 1700
Chicago, IL 60604
Tel: (312) 391-5059

*Attorneys for Class Representative and the
Settlement Class*

Dated: _____, 2024

COZEN O'CONNOR, P.C.

By: _____

Melissa Siebert
msiebert@cozen.com
COZEN O'CONNOR, P.C.
123 North Wacker Drive, Suite 1800

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____, 2024

JACQUELINE TORRES

By: _____
Jacqueline Torres, individually and as representative
of the Class

Dated: 9/3/2024, 2024

MAPEI CORPORATION.

By:  _____
Its: President & CEO

IT IS SO STIPULATED BY COUNSEL:

Dated: _____, 2024

BURSOR & FISHER, PA

By: _____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: _____, 2024

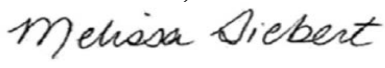
**WOLF HALDENSTEIN ADLER FREEMAN & HERZ
LLC**

By: _____
Carl V. Malmstrom
malmstrom@whafh.com
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC
111 W. Jackson Street, Suite 1700
Chicago, IL 60604
Tel: (312) 391-5059

*Attorneys for Class Representative and the
Settlement Class*

Dated: August 30, 2024

COZEN O'CONNOR, P.C.

By:  _____
Melissa Siebert
msiebert@cozen.com
COZEN O'CONNOR, P.C.
123 North Wacker Drive, Suite 1800

Chicago, IL 60606
Tel: (312) 382-3100
Fax: (312) 382-8910

Attorney for Defendant MAPEI Corporation

Exhibit A

MAPEI CORPORATION BIPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE POSTMARKED BY [60 DAYS AFTER MAILING OF CLASS NOTICES]. IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT, YOU MUST TAKE ALL OF THE FOLLOWING STEPS: (1) COMPLETE ALL SECTIONS OF THE CLAIM FORM BELOW; (2) SIGN AND DATE THE CLAIM FORM, ATTESTING THAT THE STATEMENTS AND INFORMATION YOU HAVE PROVIDED ARE TRUE AND CORRECT; (3) PLACE THE COMPLETED CLAIM FORM IN THE SELF-ADDRESSED STAMPED ENVELOPE THAT IS INCLUDED IN THIS NOTICE PACKET; AND (4) PLACE IN THE U.S. MAIL.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Address Where You Lived When Working For MAPEI Corporation (if different)

Email Address (optional): _____

Contact Phone #: (____) _____ - _____ (You may be contacted if further information is required.)

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

I worked at MAPEI Corporation's facility in the State of Illinois between February 22, 2016 and February 22, 2021, and used an ADP finger-scan timekeeping device during my employment.

I did not provide an informed written consent or release to MAPEI Corporation or its agent(s) prior to use of an ADP finger-scan timekeeping device.

I have not filed for an Opt-Out or to be excluded from this Settlement.

I have not submitted any other Claim for the same account and have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf. If I maintained account(s) jointly with any other person or entity, only one Claim has or will be submitted per account.

Under penalty of perjury, all information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: _____ Date: ____/____/____

Print Name: _____

Before you complete and submit this Claim Form by mail, you should read and be familiar with the information contained in this notice and available at [SETTLEMENT WEBSITE]. The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for *pro rata* share of the Net Settlement Fund. This process takes time. Please be patient.

Questions, visit [SETTLEMENT WEBSITE] or call [toll free number]

Exhibit B

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

**OUR RECORDS
INDICATE YOU ARE OR
HAVE WORKED AT A
MAPEI CORPORATION
FACILITY IN THE STATE
OF ILLINOIS. YOU MAY
BE ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.**

MAPEI Corporation BIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

MAPEI CORPORATION BIPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE POSTMARKED BY [60 DAYS AFTER MAILING OF CLASS NOTICES]. IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT, YOU MUST TAKE ALL OF THE FOLLOWING STEPS: (1) COMPLETE ALL SECTIONS OF THE CLAIM FORM BELOW; (2) SIGN AND DATE THE CLAIM FORM, ATTESTING THAT THE STATEMENTS AND INFORMATION YOU HAVE PROVIDED ARE TRUE AND CORRECT; (3) PLACE THE COMPLETED CLAIM FORM IN THE SELF-ADDRESSED STAMPED ENVELOPE THAT IS INCLUDED IN THIS NOTICE PACKET; AND (4) PLACE IN THE U.S. MAIL. Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Address Where You Lived When Working For MAPEI Corporation (if different)

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

I worked at MAPEI Corporation's facility in the State of Illinois between February 22, 2016 and February 22, 2021, and used an ADP finger-scan timekeeping device during my employment.

I did not provide an informed written consent or release to MAPEI Corporation or its agent(s) prior to use of an ADP finger-scan timekeeping device.

I have not filed for an Opt-Out or to be excluded from this Settlement.

I have not submitted any other Claim for the same account and have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf. If I maintained account(s) jointly with any other person or entity, only one Claim has or will be submitted per account.

Under penalty of perjury, all information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: _____ Date: ____/____/____

Print Name: _____

Before you complete and submit this Claim Form by mail, you should read and be familiar with the information contained in this notice and available at [SETTLEMENT WEBSITE]. The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for *pro rata* share of the Net Settlement Fund. This process takes time. Please be patient.

Questions, visit [SETTLEMENT WEBSITE] or call [toll free number]

A settlement has been reached in a class action lawsuit alleging that Defendant MAPEI Corporation (“MAPEI”) violated Illinois’ Biometric Information Privacy Act (“BIPA”) through the use of its ADP finger-scan timekeeping device. MAPEI denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that MAPEI did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of a trial.

Am I a Class Member? Our records indicate that you worked at MAPEI’s facility in the State of Illinois and may be a Class Member. Class Members are persons who worked or are currently working at MAPEI’s facility in Illinois and who used ADP finger-scan timekeeping devices from February 22, 2016 to February 22, 2021 and did not first execute a written consent or release.

What Can I Get? If approved by the Court, a Settlement Fund will be established to pay all claims to the Settlement Class, including all notice and administration expenses, approved attorneys’ fees and costs, and incentive awards to the named plaintiff. The Settlement Fund will be comprised of: (i) payments to Settlement Class Members who file Approved Claims \$960 for an estimated \$282,240 total, inclusive of (ii) Settlement Administration Expenses; (iii) the Fee Award to Class Counsel; and (iv) the Service Award to the Class Representative. Each Settlement Class Members who files a claim will be entitled to receive a payment of approximately \$555.97. In addition, MAPEI has represented that it has provided all notices and obtained all consents as required by BIPA in connection with its use of ADP finger-scan timekeeping devices in Illinois, and that it will continue to do so.

How Do I Get a Payment? You must submit a properly completed Claim Form **no later than 60 days after receipt of the class notice and claim form to receive a \$555.97 payment.** You may use the Claim Form attached to this Notice and submit it via U.S. mail.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than **[45 Days After the Notice Date]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue MAPEI over the legal issues in the lawsuit. If you don’t exclude yourself from the Settlement Class, then you and/or your lawyer also have the right to appear before the Court, at your own cost, to object to the proposed settlement, if you wish to do so, but you don’t have to. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[SETTLEMENT WEBSITE]**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments, and your claims relating to MAPEI’s use of the ADP finger-scan timekeeping device will be released.

Who Represents Me? The Court has appointed Philip L. Fraietta and Brittany S. Scott of Bursor & Fisher, P.A. and Carl V. Malmstrom of Wolf Adler Freeman & Herz LLC to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **[.m. on [date]]** at the DuPage County Courthouse, 505 N. County Farm Road, Wheaton, Illinois 60187. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative up to \$5,000 from the Settlement Fund for her service in helping to bring and settle this case. MAPEI has agreed that Class Counsel may be paid attorneys’ fees, costs, and expenses out of the Settlement Fund in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 35% of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? This is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement go to **SETTLEMENT WEBSITE**, contact the settlement administrator at **[- - -]** or MAPEI BIPA Settlement Administrator, **[address]**, or call **Class Counsel at 646-837-7150**. Please do not telephone the Court to inquire about the settlement or the claims process.

MAPEI Corporation BIPA Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

Exhibit C

CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS
EIGHTEENTH JUDICIAL CIRCUIT
Torres v. MAPEI Corporation Case No. 2021L000229

IF YOU WORKED AT MAPEI CORPORATION’S FACILITY IN THE STATE OF ILLINOIS BETWEEN FEBRUARY 22, 2016 AND FEBRUARY 22, 2021, AND USED AN ADP FINGER-SCAN TIMEKEEPING DEVICE DURING YOUR EMPLOYMENT WITHOUT FIRST PROVIDING CONSENT, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against MAPEI Corporation (“MAPEI”). The class action lawsuit involves whether MAPEI violated Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*, (“BIPA”) through the use of its ADP finger-scan timekeeping device.
- You are included if you worked at MAPEI’s facility in the state of Illinois between February 22, 2016 and February 22, 2021, and used an ADP finger-scan timekeeping device during your employment without executing a written consent or release to MAPEI or its agent(s) prior to use of the ADP finger-scan timekeeping device.
- Those included in the Settlement will be eligible to receive a pro rata payment from the Net Settlement Fund.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment. Each Settlement Class Member is entitled to receive a payment of approximately \$555.97.
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue MAPEI about the claims in this case. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against MAPEI regarding the allegations in this case ever again.
OBJECT BY [DATE]	Write to the Court explaining why you don’t like the Settlement and think it shouldn’t be approved. Filing an objection does not exclude you from the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits and will give up your rights to sue MAPEI and the Released Parties about the claims in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is pending in the Circuit Court of DuPage County, Illinois, Eighteenth Judicial Circuit. The case is called *Torres v. MAPEI Corporation*, Case No. 2021L000229. The person who sued is called the Plaintiff. The Defendant is MAPEI Corporation.

2. What is a class action?

In a class action, one or more people called the class representative (in this case, Jacqueline Torres) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit alleges that MAPEI violated BIPA through the use of its ADP finger-scan timekeeping device. MAPEI denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that MAPEI did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or MAPEI should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

The issuance of this Notice is not an expression of the Court’s opinion on the merit or the lack of merit of the Representative Plaintiff’s claims or the defenses in the lawsuit.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All individuals who worked or are currently working for Defendant in the State of Illinois who used ADP finger-scan timekeeping devices while employed by Defendant from February 22, 2016 to February 22, 2021, who did not first execute a written consent or release.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Fund will be created, which will be comprised of: payments to Settlement Class Members who file Approved Claims of \$960 each, for an estimated total of up to \$282,240 (*i.e.*, an estimated 294 Settlement Class Members multiplied by \$960 minus (i) Settlement Administration Expenses; (ii) the Fee Award to Class Counsel; and (iii) the Service Award to the Class Representative.) Each Settlement Class Member who files an Approved claim will receive a payment of \$555.97.

Prospective Relief: MAPEI has represented that has provided notices, consents, and releases that comply with the Illinois Biometric Privacy Act, 740 ILCS 14/1, *et seq.*, in connection with its use of ADP finger-scan timekeeping devices in Illinois, and that it will continue to do so.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [\[insert hyperlink\]](#)

7. How can I get a payment from the Settlement?

If you are a Settlement Class Member, you must submit a timely and properly completed Claim Form **no later than 60 days after the mailing of the class notice and claim form** to receive a cash payment, which Class Counsel estimates will be \$555.97. Claim Forms must be submitted via U.S. mail. You may have received a Claim Form in the mail as a postcard attached to a summary of this notice. To request another paper copy, go to [\[SETTLEMENT WEBSITE\]](#) or call toll free, [1-800-000-0000](#).

8. When will I get my payment?

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [\[SETTLEMENT WEBSITE\]](#)

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment within 30 days after the Settlement has been finally approved and/or after any appeals process is complete. Class Members will receive their payment in the form of a check. All checks will expire and become void 90 days after they are issued.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue MAPEI and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against MAPEI are described in the Settlement Agreement. You will be “releasing” MAPEI and its affiliates, employees and representatives as described in Section 1.28 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

10. What happens if I do nothing at all?

If you are a Settlement Class Member, you must submit a claim to receive a \$555.97 payment. If you are a Settlement Class Member and do nothing, you won’t get a share of the Settlement benefits and will give up your rights to sue MAPEI and the Released Parties about the claims in this case.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Philip L. Fraietta and Brittany S. Scott of Bursor & Fisher, P.A. and Carl V. Malmstrom of Wolf Adler Freeman & Herz LLC to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than 35% of the Settlement Fund; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representative may be paid up to \$5,000 from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a written request for exclusion stating that you want to be excluded from the *Torres v. MAPEI Corporation.*, Case No. 2021L000229 settlement. Your letter or request for exclusion must also include your full name, address, and current telephone number, the case name and number of this case, the date range during which you were employed by or worked for MAPEI, all grounds for your request to be excluded, with factual and legal support for the stated request, including any supporting materials, the identification of any other exclusion requests you have filed or have had filed on your behalf in any other class action cases in the last five years, and your signature. If you are represented by counsel, you must also provide the name and telephone number of your counsel. You must mail or deliver your exclusion request no later than [**objection/exclusion deadline**] to:

MAPEI Corporation BIPA Settlement
0000 Street
City, ST 00000

14. If I don't exclude myself, can I sue MAPEI for the same thing later?

No. Unless you exclude yourself, you give up any right to sue MAPEI for the claims being resolved by this Settlement.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a pro rata payment from the Net Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Torres v. MAPEI Corporation*, Case No. 2021L000229 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your full name, address, and current telephone number, the case name and number of this Action, the date range during which you were employed by or worked for MAPEI, an explanation of the basis upon which you claim to be a Class Member, all grounds for your objection, with factual and legal support for the stated objection, including all citations to legal authority and evidence or other materials supporting your objection, the identification of any other objection you have filed, or have had filed on your behalf, in any other class action cases in the last five years, your signature, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and a statement indicating whether you intend to appear at the Final Approval hearing (either personal or through counsel), and if you do intend to appear, you must also identify any witnesses you may call to testify at the Final Approval Hearing and all exhibits you intend to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and MAPEI’s Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys’ fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief and file the objection with the Court and mail a copy to these two different places postmarked no later than [objection deadline].

Court	Class Counsel	MAPEI’s Counsel
Circuit Court of DuPage County, Eighteenth Judicial Circuit, 505 N. County Farm Road Wheaton, Illinois 60187	Philip L. Fraietta Bursor & Fisher P.A. 1330 Avenue of the Americas, 32nd Floor New York, NY 10019	Melissa Siebert Cozen O’Connor, P.C. 123 North Wacker Drive, Suite 1800 Chicago, IL 60606

17. What’s the difference between objecting and excluding myself from the Settlement?

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2025** at the DuPage County Courthouse, 505 N. County Farm Road, Wheaton, Illinois 60187. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [**SETTLEMENT WEBSITE**] or call **1-800-000-0000**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. So long as you timely filed an objection to the settlement, you may ask the Court for permission to speak at the Fairness Hearing, but do not have to. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Torres v. MAPEI Corporation.*, Case No. 2021L000229." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [**objection deadline**], and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [SETTLEMENT WEBSITE]. You may also write with questions to MAPEI Corporation BIPA Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. Please do not telephone the Court to inquire about the settlement or the claims process.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT [SETTLEMENT WEBSITE]

EXHIBIT D

**IN THE CIRCUIT COURT
EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY**

JACQUELINE TORRES, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

MAPEI CORPORATION.,

Defendant.

Case No. 2021L000229

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS,
AND EXPENSES**

Plaintiff Jacqueline Torres and Defendant MAPEI Corporation (“Defendant”) (collectively, “the Parties”), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher P.A. (the “Firm”) desires to give an undertaking (the “Undertaking”) for repayment of its share of the award of attorneys’ fees, costs, and expenses approved by the Court, and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, on behalf of himself as individual and as agent for his law firm, hereby submits himself and his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Circuit Court of DuPage

County, Illinois, for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, the Firm shall, within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to the Firm from the Settlement Fund, including any accrued interest.

In the event the Final Settlement Order and Judgment are upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees and costs paid to the Firm from the Settlement Fund in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to Defendant any of attorneys' fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: September 11, 2024

BURSOR & FISHER, P.A.



By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.
Attorneys for Plaintiff Jacqueline Torres and Class Counsel

DATED: _____, 2024

Cozen O'Connor, P.C.

By: Melissa Siebert
Attorneys for Defendant MAPEI Corporation.