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

NE'TOSHA BURDETTE, ANDREW
BAKER, MATTHEW BERMAN, and
CATHERINE BEASLEY, individually
and on behalf of all other similarly
situated,

Plaintiffs,

vs.

FUBOTV, INC. and FUBOTV MEDIA,
INC.,

Defendants.

Case No. 2024IL.A001460

FILED

MAY 29, 2025 09:38 AM

Candice Adams

CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

**[PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter, having come to be heard on Plaintiffs' Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement (the "Motion for Preliminary Approval"), Plaintiffs' Unopposed Motion for Leave to File First Amended Complaint (the "Motion to Amend"), Plaintiffs' Unopposed Oral Motion to file a supplemental agreement under impoundment, as well as Defendant's Joint Motion to Stay Case Deadlines (together the "Motions"), the Court having reviewed in detail and considered the Motions, the Class Action Settlement Agreement and Release ("Settlement Agreement") between Plaintiffs Ne'Tosha Burdette, Andrew Baker, Matthew Berman, and Catherine Beasley (collectively, "Plaintiffs") and Defendants fuboTV, Inc. and fuboTV Media, Inc. (collectively, "Defendants," and with the Plaintiffs, the "Named Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motions and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Plaintiffs' Unopposed Motion for Leave to File First Amended Complaint is GRANTED.

2. Plaintiffs' Oral Unopposed Oral Motion to file a supplemental agreement under impoundment is GRANTED.

3. Defendant's Joint Motion to Stay Case Deadlines Pending Motion for Preliminary Approval is GRANTED.

4. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given to them in the Settlement Agreement.

5. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek—and for purposes of settlement only, Defendants do not object to—certification of a Settlement Class defined as follows:

All Persons who at any time on or before May 28, 2025 had an account to use the Fubo Platform or used the Fubo account of another Person while residing in the United States or its territories.

Specifically excluded are the following Persons:

(i) fuboTV, Inc. and its respective subsidiaries, affiliates, employees, officers, directors, agents, counsel, and representatives;

(ii) fuboTV Media, Inc. and its respective subsidiaries, affiliates, employees, officers, directors, agents, counsel, and representatives;

(iii) Settlement Class Counsel;

(iv) The judges who have presided over the Litigation, the Related Litigation, or any other VPPA, CIPA, or California Civil Code § 1799.3 cases against any of the Defendants; and

(v) All Persons who have properly and timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's orders.

6. For purposes of settlement only, the Court finds that the prerequisites to class action treatment have been preliminarily satisfied.

Likely Approval As Fair, Reasonable, And Adequate

7. Approval of a class action settlement should be given if the settlement offer is fair, reasonable, and adequate. When assessing the fairness of a proposed settlement, some of the factors the trial judge should consider include: (1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *See City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1990).

8. Here, the terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is no question that the Parties are at arm's length. The Settlement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by a respected class action mediator, the Honorable Wayne R. Andersen (Ret.) of JAMS.

9. The Settlement provides adequate relief to the proposed Settlement Class. Settlement Class Members who submit an Approved Claim Form shall be entitled to a *pro rata* Cash Payment (with Settlement Class Members who submit an Approved Claim Form and Make the California-specific certifications set forth in Section IV(2)(b) of the Settlement Agreement being entitled to a Cash Payment of 1.1 times the *pro rata* Cash Payment amount). In light of the complexity, length, and expense of further litigation, as well as the strength of the case for Plaintiffs on the merits, this relief is adequate for settlement purposes. If the Settlement had not been reached, the Parties faced extensive briefing on the merits of Plaintiffs' claims, class

certification, and the Settlement Class Members' rights to be part of any class given the arbitration agreements that Defendant could have asserted, the outcome of any of which would have been uncertain.

10. There is no reason to doubt the effectiveness of distributing relief under the Settlement. As further addressed below, the Parties propose a Notice Program reasonably calculated to reach nearly all members of the proposed Settlement Class who will be able to submit claims for Cash Payments online or by mail if, on or before the Preliminary Approval Date, they had an account to use the Fubo Platform or used the Fubo account of another Person while residing in the United States or its territories, and those claims will be processed by an experienced claims administrator, as further addressed below.

11. No agreements exist between the Parties aside from the Settlement, with the exception of an agreement described generally in the Settlement that allows Defendants and Settlement Class Counsel to terminate the Settlement in certain defined circumstances.

12. The Settlement treats members of the proposed Settlement Class equitably relative to each other. All members of the Proposed Settlement Class may claim a *pro rata* Cash Payment (with Settlement Class Members who submit an Approved Claim and make the California-specific certifications set forth in Section IV(2)(b) of the Settlement Agreement being entitled to a Cash Payment of 1.1 times the *pro rata* Cash Payment amount), after payment of Settlement Fees and Expenses, Attorneys' Fees and Expenses, and Service Awards. This relief is equitable in light of the claims of the Settlement Class Members.

13. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits, and the Parties' arguments, this Court finds that the Settlement is fair, reasonable, and adequate to

warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing as described below.

Likely Certification Of Settlement Class

14. Certification of a class action in Illinois is governed by 735 ILCS 5/2-801. Section 2-801 contains four prerequisites in order to maintain a class action: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact and law common to the class that predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interests of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

15. The proposed Settlement Class is sufficiently numerous given that it consists of at least thousands of customers in the United States and its territories who held accounts on or before the Preliminary Approval Date (*i.e.*, May 28, 2025), all of whom would be members of the Settlement Class.

16. Resolution of the Litigation would depend on the common answers to common questions, such as: whether Defendants collected Personally Identifiable Information and whether Defendants received informed consent before disclosing any Personally Identifiable Information. These common questions predominate over individual issues because key elements of Plaintiffs' claims include Defendants' alleged disclosure of their Personally Identifiable Information to third parties without informed consent.

17. The proposed Settlement Class representatives and Settlement Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

18. This Settlement is an appropriate method for the fair and efficient adjudication of the controversy. Members of the proposed Settlement Class have not suffered sufficient damages

to justify the costs of individual litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a Cash Payment.

19. For these reasons, pursuant to Section 2-801, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 2 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

20. The Court hereby preliminarily appoints the Plaintiffs as representatives of the Settlement Class. The Court hereby preliminarily appoints Evan M. Meyers, Esq., Eugene Turin, Esq., and Jordan Frysinger, Esq. of McGuire Law, P.C.; Manuel Hiraldo, Esq. of Hiraldo P.A.; Michael Eisenband, Esq. of Eisenband Law P.A.; Jibrael Hindi, Esq. of Law Offices of Jibrael S. Hindi; and Adrian Gucovschi, Esq. of Gucovschi Rozenshteyn, PLLC. as Settlement Class Counsel.

21. In any Final Order and Judgment issued after the Final Approval Hearing, the Court will bar and permanently enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims and (b) organizing Settlement Class Members who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action, any lawsuit or arbitration, or other proceeding (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action) based on, relating to, or arising out of the claims and causes of action in, or the facts and circumstances giving rise to, the

Litigation or the Released Claims, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state, provincial, or federal agency.

Approval Of The Manner And Form Of Notice

22. Having preliminarily approved the Settlement, the Court “may order such notice that it deems necessary to protect the interests of the class and the parties.” 735 ILCS 5/2-803. The Parties have submitted two proposed forms of Class Notice: an Emailed Notice and a Published Notice, both of which are attached to the Settlement Agreement as Exhibits 2 and 3. A plan for distributing these notices is also detailed in Section VII of the Settlement Agreement. Under the terms of the Settlement Agreement and as detailed in these exhibits and the Motion, the Parties propose to email the Emailed Notice to all potential Settlement Class Members at the email address that they provided to Defendants upon subscription to a Fubo Platform account. In addition, the Parties will direct the Settlement Administrator to create a Settlement Website where the Published Notice and Claim Form will be available.

23. Having reviewed these exhibits and the proposed Notice Program, the Court finds that the Parties’ proposed plan for providing notice to Settlement Class Members (a) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and of their right to object to or to exclude themselves from the Settlement; and (c) meets all applicable requirements of applicable law. The Notice Program satisfies the requirements of Section 2-803 and due process. The Court therefore approves the Notice Program and the notice documents substantially in the form attached as the exhibits to Plaintiffs’ Motion.

24. Kroll Settlement Administration has been selected to serve as the Settlement Administrator under the terms of the Settlement. The Court hereby appoints Kroll to serve as the Settlement Administrator, to be supervised jointly by the Parties in taking the actions ordered

below, and performing any other duties of the Settlement Administrator provided for in the Settlement Agreement.

25. Accordingly, the Court hereby ORDERS as follows:

a. Promptly after the entry of this Order, the Parties will direct the Settlement Administrator to obtain the name and email address of each potential member of the Settlement Class from Defendants to the extent reasonably available to Defendants, issue the Class Notice and administer the Notice Program, receive and appropriately respond to all claims submitted by a member of the Settlement Class, and to otherwise administer the Settlement Agreement.

b. The Settlement Administrator will (i) assign personnel to manage the settlement implementation process, including the Notice Program, (ii) establish a toll-free telephone number that members of the Settlement Class may call to obtain information, (iii) establish a mailing address to which members of the Settlement Class can send claims as well as a process for filing claims electronically, and (iv) create a Settlement Website containing information about the Settlement, including the Published Notice, the Settlement Agreement, this Preliminary Approval Order, and the Claim Form for download or electronic submission. All costs and expenses related to the administration of the Settlement, including providing the Class Notice to the Settlement Class, shall be paid exclusively by the Settlement Administrator out of the Cash Fund.

c. Within forty-five (45) Days of the entry of this Order, the Settlement Administrator will email the Court-approved Emailed Notice to all potential Settlement

Class Members at the email address that they provided to Defendants upon subscription to a Fubo Platform account.

d. Within forty-five (45) Days of the entry of this Order, the Settlement Administrator will cause the Settlement Website to be updated to provide information and relevant documents related to the Settlement, including but not limited to, the following: applicable deadlines; Settlement Class Members' options under the Settlement; Published Notice; Emailed Notice; orders of the Court pertaining to the Settlement; the Settlement Agreement; and contact addresses for questions. The Settlement Website shall be rendered inactive sixty (60) Days after the Effective Date or sixty (60) Days after all issues and disputes regarding the validity of a Claim Form and the amount, if any, to be paid on each claim have been resolved, whichever is later. Settlement Class Counsel and Defense Counsel shall agree on all information and documents to be posted on the Settlement Website.

e. Settlement Class Counsel, Defense Counsel, and Defendants will cooperate in the Notice Program by providing one another with information necessary to effect notice to the Settlement Class.

f. As appropriate, Settlement Class Counsel, Defendants, and/or the Settlement Administrator shall provide a declaration to the Court attesting to the Notice Program and all measures undertaken to provide notice of the Settlement to the Settlement Class no later than fourteen (14) Days before the Final Approval Hearing.

g. The Settlement Administrator shall receive, evaluate, and either approve or disapprove Claim Forms under the requirements of the Settlement. The Settlement Administrator shall send a notice of claim denial by First-Class Mail to each

Settlement Class Member who submitted a Claim Form that the Settlement Administrator determines not to be a valid claim.

h. By the Issuance Date, the Settlement Administrator will send to members of the Settlement Class who have submitted an Approved Claim award checks or electronic payment pursuant to the provisions set forth in the Settlement Agreement. The award checks shall be valid for a period of one hundred fifty (150) Days from the Issuance Date, and shall state, in words or substance, that the award check must be cashed within one hundred fifty (150) Days, after which time it will become void. In the event an award check is lost or becomes void, the Settlement Class Member shall have until two hundred forty (240) Days after the Issuance Date to request reissuance. No later than three hundred sixty (360) Days from the Issuance Date, the Settlement Administrator shall take all steps necessary to stop payment on any award checks that remain uncashed. In such a scenario, any member of the Settlement Class who has had a stop payment placed on their check will forfeit the right to payment and will not be entitled to have the award check reissued or to any further distribution from the Cash Fund or other payment or to any further recourse against the Released Parties, and the Settlement Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member.

i. All costs and expenses related to the administration of the Settlement, including whenever paid by Defendants or the Settlement Administrator, will be deducted from the Cash Fund.

j. If there are unclaimed funds left in the Cash Fund after the initial distribution process is complete, a second distribution will be made on a *pro rata* basis

to Settlement Class Members who submitted Approved Claims and received electronic payment or cashed their Approved Claim award checks during the first distribution, provided that such a second distribution is administratively feasible and practical based on the amount of unclaimed funds, using the uncashed checks from the first distribution. Settlement Class Members who submitted an Approved Claim and certified that they resided or were located in the State of California at any of the times that they accessed or viewed Video Content through the Fubo Platform are entitled to a 1.1 times the *pro rata* payment amount during the second distribution. If a second distribution is not feasible and practical, all unclaimed funds will be directed to *cy pres*.

k. To the extent there are unclaimed funds left in the Cash Fund after the second distribution (or there are unclaimed funds left in the Cash Fund after the initial distribution and a second distribution is not feasible and practical), a *cy pres* payment will be made to one or more legal non-profit foundations to be agreed upon by the Parties, in equal parts, subject to court approval.

l. The Settlement Administrator shall forward any objections to the Settlement received from Settlement Class Members to Settlement Class Counsel and Defense Counsel.

m. Not later than seven (7) business Days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide an Opt-Out List to Settlement Class Counsel and Defense Counsel together with copies of each Request for Exclusion. Settlement Class Counsel and Defense Counsel shall submit the names appearing on the Opt-Out List to the Court under seal at the time of the Final Approval Hearing.

Participation In, Exclusion from, Or Objection To The Settlement

26. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Settlement Administrator if submitted electronically.

27. Settlement Class Members who wish to receive a Cash Payment under the Settlement must complete, sign, and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted by the Claim Deadline (*i.e.*, no later than sixty (60) Days after the Notice Date).

28. Any member of the Settlement Class may make a Request for exclusion by submitting by U.S. mail, sending by electronic mail, or delivering such request in writing to the Settlement Administrator as specified in the Class Notice. Members of the Settlement Class who wish to exclude themselves from (*i.e.*, opt out of) the Settlement must send a Request for Exclusion that:

- a. Has the signature of the member of the Settlement Class, even if represented by counsel, subject to the exception set forth in Paragraph 26 below. If the member of the Settlement Class is an entity and not an individual, the Request for Exclusion must be signed by an officer or director of the entity with authority to act on behalf of that entity;
- b. States the name, address, and telephone number of the Person requesting exclusion;
- c. If he or she is represented by counsel, states the name and contact information (including address, telephone number, and email address) of that counsel;
- d. Certifies that she or he had an account for the Fubo Platform on or before the Preliminary Approval Date or used the Fubo account of another Person on or before the Preliminary Approval Date while residing in the United States or its territories;

- c. Contains a clear and unambiguous statement communicating that such Person elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgment entered pursuant to the Settlement.

29. Any member of the Settlement Class who has filed a demand for arbitration, or is represented by counsel in relation to an arbitration claim against Defendants, may submit a Request for Exclusion through their attorney. Any such Request for Exclusion must have the signature of the member of the Settlement Class or, if signed by their attorney, a certification under oath that the attorney general represents the Settlement Class Member in relation to a claim for arbitration against Defendants and has obtained the Settlement Class Member's authorization to exclude them from the Settlement.

30. A member of the Settlement Class may opt out on an individual basis only; so-called "mass" or "class" opt outs are not allowed.

31. All Requests for Exclusion must be postmarked or delivered no later than forty-five (45) Days after the Notice Date. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

32. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement and every order or judgment entered pursuant to the Settlement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the desire of the member of the Settlement Class to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court.

33. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Clerk of the Court a written notice of objection no later than forty-five (45) Days after the Notice Date. Such objection must:

- a. Have the signature of the member of the Settlement Class objecting, even if represented by counsel. If the member of the Settlement Class is an entity and not an individual, the objection must be signed by an officer or director of the entity with authority to act on behalf of that entity. If the Settlement Class Member that is objecting to the Settlement is represented by counsel, the objection shall also be signed by that attorney;
- b. State the name, address, and telephone number of the Settlement Class Member objecting;
- c. State the name, address, and telephone number of every attorney representing or assisting the objector;
- d. Certify that she or he had an account for the Fubo Platform on or before the Preliminary Approval Date or used the Fubo account of another Person on or before the Preliminary Approval Date while residing in the United States or its territories;
- e. Contain a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Person wishes to be considered in support of the objection;
- f. A list of all cases in which the Settlement Class Member or that Settlement Class Member's counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding five years; and

- g. Contain a statement regarding whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, and a list of all persons, if any, who will be called to testify in support of the objection.

34. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's notice of objection, including any request to be heard and all papers or evidence in support thereof, upon Settlement Class Counsel and Defense Counsel, at the addresses set forth in the Class Notice, no later than the Objection Date.

35. Objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, shall not have their objections be considered by the Court, and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

36. Settlement Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) Days prior to the Final Approval Hearing.

37. Settlement Class Members may not both object and opt out. If a member of the Settlement Class submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling. Further, if a member of the Settlement Class submits both a valid and timely Request for Exclusion and a claim, the claim shall be denied.

38. Any Settlement Class Member who does not file a timely, written objection to the Settlement or who fails to otherwise comply with the requirements outlined above in Paragraphs 30–34 shall be foreclosed from seeking any adjudication or review of this Settlement by appeal or otherwise.

Final Approval Hearing And Related Deadlines

39. This Court will hold a Final Approval Hearing, on October 6, 2025 at 9:00 a.m. CDT/CST, in Courtroom 2008, of the Eighteenth Judicial Circuit Court of DuPage County, 505 N. County Farm Road, Wheaton, Illinois 60187 or by remote means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness, and adequacy of the proposed Settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Settlement Class Counsel's application for Attorneys' Fees and Expenses, granting the Service Awards application by Plaintiffs, and dismissing the claims against Defendants with prejudice.

40. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

41. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection, including any request to be heard, no later than forty-five (45) Days after the Notice Date in accordance with the requirements outlined in Paragraphs 30–34 above and including a statement that the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, who will be called to testify in support of the objection.

42. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

43. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement and who intends to make an appearance at the Final Approval Hearing must provide

to Settlement Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than forty-five (45) Days after the Notice Date or as the Court may otherwise direct.

44. Settlement Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and Plaintiffs' Service Awards shall be filed in accordance with the terms set forth in Section X of the Settlement Agreement.

45. Settlement Class Counsel's papers in support of final approval of the Settlement shall be filed no later than fourteen (14) Days prior to the Final Approval Hearing.

Effects Of This Preliminary Approval Order

46. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated, or materially altered on appeal (and, in the event of material alteration (which shall not include any reduction to an award of Attorneys' Fees and Expenses or to the Service Awards), if either Party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

47. As set forth in the Settlement, the fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, and any act performed or document signed in connection with this Order and the Settlement, shall not, in this or any other court, administrative agency, arbitration forum, or other tribunal, constitute an admission or evidence or be deemed to create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendants to the Plaintiffs, the Settlement Class, or anyone else; (iii) of

any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendants agree that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiffs, the Settlement Class, or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement or any other amount represents the amount that could or would have been recovered in the actions in this Litigation if they were not settled at this point in time. The fact and terms of this Order and the Settlement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum, or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement.

48. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims; (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded herself or himself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or

the Released Claims; and (c) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims.

49. Any member of the Settlement Class who does not submit a timely, written Request for Exclusion from the Settlement Class (*i.e.*, become an Opt Out) will be bound by all proceedings, orders, and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

50. The applicable deadlines are summarized further below:

Notice to be completed by:	July 14, 2025
Motion for Attorneys' fees:	August 7, 2025
Objection deadline:	August 28, 2025
Exclusion deadline:	August 28, 2025
Claims deadline:	September 12, 2025
Motion for final approval:	September 19, 2025
Final approval hearing:	October 6, 2025, 9:00 a.m., Courtroom 2008 505 N. County Farm Road, Room 2015 Wheaton, IL 60187, or by Zoom Videoconference

Dated: 5/29/25

/s/ 

Judge Maureen R. Riordan
Circuit Court Judge
Circuit Court of DuPage County, Illinois