

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

***Deyerler, et al. v. HireVue, Inc.* Case No. 1:22-CV-01284 (N.D. Ill.)**

This Class Action Settlement Agreement and Release (the “Agreement,” “Settlement,” or “Settlement Agreement”) is entered into as of June __, 2026, by and between Plaintiffs Kristen Deyerler, John Coleman, and William Phemister (collectively, “Plaintiffs” or the “Class Representatives”), individually and on behalf of the class they seek to represent (the “Settlement Class,” defined below), and Defendant HireVue, Inc. and its affiliated entities and companies (“Defendant” or “HireVue”) (Plaintiffs and Defendant together, the “Parties”), regarding the litigation captioned *Deyerler, et al. v. HireVue, Inc.*, Case No. 1:22-CV-01284 (N.D. Ill.) (the “Lawsuit” or “Action”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below) upon and subject to the terms and conditions of the Agreement and subject to approval by the Court.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

A. WHEREAS, on January 27, 2022, Kristen Deyerler filed a putative class action complaint against Defendant (*Deyerler v. HireVue, Inc.*, Case No. 2022-CH-00719 (Cook Cnty., Ill. Cir. Ct.)) alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (the “BIPA”), which Defendant removed to the U.S. District Court for the Northern District of Illinois (*Deyerler, et al. v. HireVue, Inc.*, Case No. 1:22-CV-01284 (N.D. Ill.));

B. WHEREAS, on May 9, 2022, Deyerler amended the complaint to add five new named Plaintiffs to the case: William Phemister, Max Ellithorpe, Bryen Zimmerman, Christopher Coats, and Nicolas Galindo;

C. WHEREAS, on November 27, 2024, Plaintiffs filed their Second Amended Class Action Complaint (the “Second Amended Complaint”) to, *inter alia*, remove Max Ellithorpe, Bryen Zimmerman, Christopher Coats, and Nicolas Galindo as named Plaintiffs and to add John Coleman as a named Plaintiff;

D. WHEREAS, after engaging in written discovery over several months, and in hopes of reaching an agreed resolution of the Lawsuit before expending further resources on formal discovery, in March 2025 the Parties agreed to attempt a resolution of the Lawsuit in a mediation facilitated by the Honorable Sidney Schenkier (Ret.) of JAMS (the “Mediator”) on May 27, 2025, during which the Parties discussed potential settlement of all claims raised in the Lawsuit;

E. WHEREAS, while the Parties did not reach an agreed resolution during the May 27, 2025, mediation, for several months following the mediation Plaintiffs and Defendant continued to work with and through the neutral Mediator to try to resolve the entire Action on a class-wide basis;

F. WHEREAS, in December 2025 the Parties were able to reach an agreement in principle to resolve all claims of the proposed Settlement Class, subject to the Court's approval;

G. WHEREAS, the Parties agree that the settlement in principle was reached in good faith, following arm's length bargaining presided over by a retired federal judge acting as a neutral Mediator;

H. WHEREAS, on January 21, 2026, the federal court action was dismissed without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii);

I. WHEREAS, on February 23, 2026, Plaintiffs filed a complaint substantially similar to the Second Amended Complaint in the Circuit Court of Lake County, Illinois (No. 2026LA00000141);

J. WHEREAS, Plaintiffs and Class Counsel believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class;

K. WHEREAS, Defendant denies all allegations of wrongdoing and liability, denies all material allegations in the Action, and strongly believes it would prevail in any trial on the merits but has concluded that this Settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, to permit Defendant to focus on its business opportunities (rather than litigation), and to avoid the risk posed by the Settlement Class's claims for substantial damages;

L. WHEREAS, the Parties have each looked at the uncertainties of trial and the benefits to be obtained under the Settlement, and have considered the costs, risks, and delays associated with the continuation of the Action and the likely appeals of any rulings in favor of either Plaintiffs or Defendant;

M. WHEREAS, the Parties desire to settle the Action in its entirety as to Plaintiffs, the Settlement Class Members, Defendant, and the Released Parties with respect to all Released Claims and intend this Agreement to bind Plaintiffs (both as Class Representatives and individually), Defendant, and Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “Action” or “Lawsuit” means, individually and collectively, the case(s) captioned *Deyerler, et al. v. HireVue, Inc.*, Case No. 1:22-CV-01284 (N.D. Ill.), and *Deyerler, et al. v. HireVue, Inc.*, No. 2026LA00000141 (Lake Cnty., Ill. Cir. Ct.).

1.2 “Approved Claim” means a Claim Form submitted by a Class Member that is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement or that is otherwise accepted by the Court and satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement. An “Approved Claim” also means a claim submitted by an Email Notice Class Member that contains a matched and approved Claim ID and PIN.

1.3 “Biometric Data” means biometric information and biometric identifiers as defined in the BIPA, 740 ILCS 14/10.

1.4 “Claims Deadline” means the date by which all Claim Forms must be postmarked to be considered timely and shall be set as a date no later than seventy-five (75) calendar days following the Notice Date, subject to the Court’s approval. The Claims Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in the Notice and the Claim Form.

1.5 “Claim Form” means the form that each Settlement Class Member may submit to the Settlement Administrator, either by mail or online via the Settlement Website, to make a claim for compensation under this Settlement. The Claim Form shall be substantially in the form of Exhibit 1 hereto. Email Notice Class Members are not required to, but may, submit a Claim Form in lieu of their Claim ID and PIN.

1.6 “Class Counsel” means the law firm of McGuire Law, P.C.

1.7 “Class List” shall mean a list provided by Defendant to the Settlement Administrator providing the names and email address of all Settlement Class Members that can be identified in Defendant’s business records through a reasonable effort. The Class List is comprised of the names and email addresses of Settlement Class Members who, based on data accessible to Defendant, may have completed interviews using HireVue’s video interview platform that involved a relevant HireVue Assessments model between January 27, 2017, and the date of Preliminary Approval while located in the state of Illinois. Defendant represents that the Class List contains approximately 22,234 email addresses.

1.8 “Class Member” or “Settlement Class Member” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion.

1.9 “Court” means the Circuit Court of Lake County, Illinois, the Honorable Daniel L. Jasica presiding, or any judge who shall succeed him as the judge assigned to the Action.

1.10 “Defendant’s Counsel” means the law firm of Duane Morris LLP.

1.11 “Effective Date” means the date one (1) business day after the Settlement becomes Final, as set forth in Paragraph 1.13.

1.12 “Fee Award” means the consideration representing attorneys’ fees and expenses awarded by the Court to Class Counsel.

1.13 “Final” means (i) if no objection is filed, the date of Final Approval; or (ii) if an objection is filed, the date upon which time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; or (iii) 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 (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.14 “Final Approval Hearing” means the hearing before the Court during which the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and the Service Payments to the Class Representatives.

1.15 “Final Judgment” means the final judgment to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement.

1.16 “Gross Settlement Fund” includes all potential monies, subject to Paragraph 3.2 below, to be paid by Defendant in connection with the Settlement, including all Settlement Payments paid to Settlement Class Members who submit timely and complete Claim Forms, Service Payments, Class Counsel’s Fee Award, and all costs relating to the administration and notice of the Settlement by a third-party settlement administrator. The Gross Settlement Fund shall only exceed \$3,750,000.00 (three million seven hundred and fifty thousand dollars) pursuant to Par. 1.29. The Gross Settlement Fund will constitute a payment for definitive settlement of all matters and issues related to the Lawsuit, including the settlement of Plaintiffs’ claims and all class action claims pled in the Lawsuit. The Gross Settlement Fund represents the maximum extent of Defendant’s monetary obligations under this Agreement. In no event shall Defendant’s monetary obligation with respect to this Settlement exceed the amount of the Gross Settlement Fund.

1.17 “Net Settlement Fund” means the amount remaining in the Gross Settlement Fund after deducting the Service Payments, Class Counsel’s Fee Award, and all Settlement Administration Costs.

1.18 “Notice” means the notice of this proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class in the manner set forth in this Agreement and approved by the Court, fulfilling the requirements of Due Process, Federal Rule of Civil Procedure 23, and Sections 2-801 through 2-807 of the Illinois Code of Civil Procedure, and which is substantially in the form of Exhibits 2 and 3 hereto.

1.19 “Notice Date” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than thirty-five (35) calendar days after entry of Preliminary Approval.

1.20 “Notice Plan” means the plan, as described in Paragraph 5.4 below and as executed and administered by the Settlement Administrator, for disseminating notice of the Settlement and of the Final Approval Hearing to Settlement Class Members.

1.21 “Objection/Exclusion Deadline” means the date by which a written objection to the Settlement, or a request for exclusion, by a person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) calendar days after the Notice Date or such other date as ordered by the Court.

1.22 “Preliminary Approval” means that an order has been issued by the Court (the “Preliminary Approval Order”) making each of the following rulings: (i) preliminarily approving the Agreement and finding that the Settlement is within the range of potential final approval as fair, reasonable, and adequate; (ii) confirming certification of the Settlement Class for settlement purposes; and (iii) approving the form and manner of the Notice and Claim Form and directing that Notice be sent to the Settlement Class.

1.23 “Released Claims” means any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including without limitation claims for attorneys’ fees and expenses and costs) pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including Unknown Claims as of the execution date of the Settlement that have been or could have been asserted in the Action or any other actions filed (or to be filed) by Plaintiffs or Settlement Class Members against the Released Parties arising out of or relating to the capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, and/or other use of data derived from the use of HireVue’s video interview platform, including but not limited to claims arising under the BIPA.

1.24 “Released Parties” means Defendant and all of Defendant’s present or former administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, affiliates, investors, divisions, associates, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders lenders, auditors, investment advisors, and former companies.

1.25 “Releasing Parties” means Plaintiffs and the Settlement Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.26 “Service Payments” means the service payments to the Class Representatives described in Paragraph 10.4 below.

1.27 “Settlement Administration Costs” means all reasonable expenses incurred by the Settlement Administrator, including the expenses incurred in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, and providing Settlement Payments.

1.28 “Settlement Administrator” means SIMPLURIS, subject to approval by the Court, which will administer aspects of this Settlement, including sending Notice, maintaining the Settlement Website, and processing Approved Claims as Settlement Payments to Class Members, and handling any and all responsibilities necessary to administer the Settlement as set forth in this Agreement.

1.29 “Settlement Class” or “Class” means all individuals, including Plaintiffs, whose Biometric Data was captured, collected, received through trade, obtained, possessed, stored, purchased, sold, leased, traded, profited from, and/or disseminated, disclosed, or redisclosed by HireVue, Inc. within the state of Illinois from January 27, 2017, through the date of Preliminary Approval. Defendant represents that the Class consists of 91,305 people. If the final number of Settlement Class Members identified on the Class List is greater than 91,305, the Gross Settlement Fund cap shall be increased by \$41 for each additional Settlement Class Member over 91,305.

1.30 “Settlement Payment” means a payment to be made to a claiming Class Member in response to an Approved Claim. Each Class Member who submits an Approved Claim will receive up to \$150 to be paid from the Net Settlement Fund. Settlement Payments shall remain valid for seventy-five (75) days from their date of issuance.

1.31 “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, which shall contain relevant case documents and information about the Settlement, including the Notice, the Settlement Agreement, the Preliminary Approval Order, the Motion for Attorneys’ Fees (when filed), and the Claim Form. The Settlement Website shall permit Class Members the ability to submit Claim Forms electronically. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be www.VideoInterviewBIPASettlement.com, or such other URL as the Parties may subsequently agree to and is approved by the Court

1.32 “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 to the Settlement, object or not to object to the Settlement, or seek exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties shall also be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

2. SETTLEMENT CLASS CERTIFICATION

2.1 For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 2.3 below; (b) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (c) Plaintiffs' Counsel shall be appointed Class Counsel.

2.2 Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement or if for any other reason Final Approval of the Settlement does not occur, is successfully objected to, or is successfully challenged on appeal, any order of the Court relative to certification of any class will be vacated, and the Parties will be returned to their positions with respect to the Lawsuit as if the Agreement had not been entered into. Defendant's consent to certification of the Settlement Class is for the limited purpose of obtaining approval of the Settlement and shall not be used or cited for any purpose in the Lawsuit or any other proceeding.

2.3 Subject to the Court's approval, the following Settlement Class shall be certified for settlement purposes only:

All individuals whose Biometric Data was captured, collected, received through trade, obtained, possessed, stored, purchased, sold, leased, traded, profited from, and/or disseminated, disclosed, or redisclosed by HireVue, Inc. within the state of Illinois from January 27, 2017, through [the date of Preliminary Approval].

2.4 **Exclusions from the Class.** The following are excluded from the Settlement Class:

- (a) any Judge, Magistrate, or Mediator presiding over this Lawsuit, members of their immediate families, members of their staff, and members of their staff's immediate families;
- (b) Defendant;
- (c) any family member, parent, subsidiary, successor, predecessor, or affiliate of Defendant, or any entity in which Defendant has a controlling interest;

- (d) the officers, directors, agents, servants, or employees of Defendant, including of any parent, subsidiary, successor, predecessor, or affiliate of Defendant;
- (e) persons who properly execute and submit a timely request for exclusion from the Settlement Class;
- (f) Class Counsel;
- (g) the Settlement Administrator; and
- (h) the legal representatives, successors, or assigns of any such excluded persons.

3. SETTLEMENT RELIEF

3.1 Class Benefit.

- (a) Each Settlement Class Member who timely submits a valid Claim Form will receive a payment from the Net Settlement Fund in the amount of \$150.00 (one hundred fifty dollars) sent by the Settlement Administrator either in the form of a check sent via U.S. mail or through digital payment method(s) offered by the Settlement Administrator; provided, however, that if the aggregate value of all Approved Claims exceeds the Net Settlement Fund, the Settlement Payment to each Settlement Class Member shall be reduced on a *pro rata* basis such that the total of all Settlement Payments does not exceed the Net Settlement Fund. In no event shall any Settlement Class Member receive more than \$150.00, with the exception of Settlement Class Members receiving a Service Payment (*i.e.*, the Class Representatives). Settlement Class Members shall have until the Claims Deadline to submit Claim Forms for approval by the Settlement Administrator as Approved Claims.
 - (i) **Email Notice Class Members.** For those Settlement Class Members for whom Defendant has identified an email address in its records (“Email Notice Class Members”), each such Class Member shall receive, as part of the direct email notice described in this Agreement, a unique Claim ID and Personal Identification Number (“PIN”) linked to that Class Member’s record in Defendant’s data. To submit a valid Claim, an Email Notice Class Member must, on or before the Claims Deadline: (A) visit the Settlement Website and enter their unique Claim ID and PIN; (B) confirm or provide their full legal name; and (C) provide a mailing address, or other account information, to which their Settlement Payment may be sent. Upon submission of the foregoing information and verification by the Settlement Administrator that the Claim ID and PIN match a record in Defendant’s data, the Claim shall be deemed an Approved Claim.

- (ii) **Claim Form Class Members.** For those Settlement Class Members for whom Defendant does not have a valid email address (“Claim Form Class Members”), a Class Member may submit a Claim by completing and submitting a Claim Form on the Settlement Website or by mailing a completed Claim Form to the Settlement Administrator, on or before the Claims Deadline. To submit a valid Claim, a Claim Form Class Member must provide the following information on the Claim Form: (A) full legal name; (B) current U.S. Mail address and email address; (C) an attestation that the Class Member completed an interview using HireVue’s video interview technology between January 27, 2017 and the date of Preliminary Approval while in Illinois; (D) the name of the company(ies) with which the Class Member completed the interview(s); (E) the name of the position(s)/job title(s) for which the claimant completed the interview(s); and (F) the year in which the Class Member completed such interview. A Claim Form Class Member must also submit documentary evidence (*i.e.*, a native copy of the interview invitation or completion confirmation email) sufficient to verify that the Claim Form Class Member completed a HireVue interview that involved a relevant Assessments model during the class period.
- (iii) **Verification of Claim Form Class Member Claims.** The Settlement Administrator shall verify each Claim submitted by a Claim Form Class Member by cross-referencing the information provided in the Claim Form against Defendant’s records, including: (1) the field which identifies the name of the customer that conducted interviews using HireVue’s relevant technology to confirm that the company identified by the claimant corresponds to a customer in Defendant’s records that conducted HireVue interviews using a relevant Assessments model during the class period; (2) the field(s) which identify the position(s) for which Claim Form Class Members completed HireVue interview(s); and (3) the date and time of interviews conducted using HireVue’s technology, to confirm that the year identified by the claimant falls within a period during which the identified customer was conducting interviews using a relevant Assessments model. If the Settlement Administrator is unable to verify a Claim based on the information provided, the Settlement Administrator shall notify the claimant of the deficiency and provide the claimant thirty (30) days from the date of such notice to cure the deficiency by providing corrected or supplemental information. If the claimant fails to cure the deficiency within such period, the Claim shall be denied. Settlement Administrator shall undertake reasonable measures to accept, reject, or follow up with claimants to determine the validity of their claims, and shall not reject claims solely on the basis of an imprecise trade name/commonly used name of a HireVue customer

on the Customer Reference List, or solely on the basis of an imprecise position or job title description on their Claim Form.

- (iv) In determining whether the company name provided by a claimant corresponds to a customer in Defendant's records, the Settlement Administrator shall exercise reasonable judgment and shall not require an exact match to the legal entity name reflected in the field which identifies the name of the customer that conducted interviews using HireVue's relevant technology. The Settlement Administrator shall cross-reference the claimant's stated company name against the Customer Reference List provided by Defendant pursuant to Paragraph 5.3, and shall deem a company name to correspond to a customer in Defendant's records if the claimant's stated company name is a reasonable variant of, or is substantially similar to, any name associated with that customer on the Customer Reference List, including but not limited to trade names, abbreviations, and commonly known names.

- (b) **Dissemination of Settlement Payment.** The Settlement Administrator shall distribute the Settlement Payments to Class Members who submit Approved Claims within thirty (30) days after the Effective Date, or as soon as practicable. Class Members may choose to receive their settlement payments digitally or through traditional paper check.
- (c) **Treatment of Uncashed Checks.** Any checks disbursed to Settlement Class Members as Settlement Payments that are uncashed for any reason within seventy-five (75) days after the issuance of such checks shall be deemed void and will not be re-issued for any reason. Any uncashed check funds shall remain the property of Defendant.

3.2 **Settlement Fund.**

- (a) The Settlement Administrator shall establish and maintain the Settlement Fund in escrow until such time as the Settlement Administrator is authorized to disseminate the funds pursuant to this Agreement, the Final Approval Order, or other order of the Court.
- (b) The Settlement Fund is intended to be treated as a Qualified Settlement Fund ("QSF") for U.S. federal income tax purposes, with Defendant treated as the "transferor" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-

2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Defendant shall provide to the Settlement Administrator any documentation reasonably requested by the Settlement Administrator that is required to obtain QSF status for the Settlement Fund pursuant to Section 1.468B-1 of the Treasury Regulations. All taxes on income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund.

- (c) **Use of the Gross Settlement Fund.** The following shall be paid from the Gross Settlement Fund: All Settlement Payments to Class Members who submit Approved Claims; any Service Payments paid to the Class Representatives; any Fee Award paid to Class Counsel; and Settlement Administration Costs. The Gross Settlement Fund shall include all potential monies to be paid by Defendant in connection with the Settlement and shall constitute a payment for definitive settlement of all matters and issues related to the Lawsuit, including the settlement of Plaintiffs' claims and all class action claims pled in the Lawsuit. The Gross Settlement Fund represents the maximum extent of Defendant's monetary obligations under this Agreement. In no event shall Defendant's total monetary obligation under this Settlement exceed the amount of the Gross Settlement Fund.
- (d) **Use of the Net Settlement Fund.** The Net Settlement Fund refers to the amount remaining in the Gross Settlement Fund after deducting the Service Payments, Class Counsel's Fee Award, and Settlement Administration Costs. Provided that Final Approval of this Agreement is granted by the Court without any material modification, the Net Settlement Fund described in this Section shall be used to satisfy payments to Settlement Class Members who submit Approved Claims.
- (e) **Contributions to Gross Settlement Fund.** Within fourteen (14) days after the entry of the Preliminary Approval Order and receipt of instructions and a Form W-9 from the payee, Defendant shall pay to the Settlement Administrator the amount of \$100,000. Within thirty (30) days after the entry of the Preliminary Approval Order and receipt of instructions and a Form W-9 from the payee, Defendant shall pay to the Settlement Administrator an additional amount of \$1,325,000. Within sixty (60) days after the entry of the Preliminary Approval Order and receipt of instructions and a Form W-9 from the payee, Defendant shall pay to the Settlement Administrator an additional amount of \$1,325,000. Defendant shall pay to the Settlement Administrator all additional amounts required to fully satisfy its obligations to fund the Gross Settlement Fund within seven (7) days of the Effective Date.
- (f) Any and all amounts from the Gross Settlement Fund that are not used to pay Settlement Payments, Settlement Administration Costs, Service Payments to the Class Representatives, and the Fee Award to Class Counsel and which remain in the Qualified Settlement Fund sixty (60) days after the

Effective Date shall remain the property of Defendant and shall be transferred to Defendant. Uncashed check funds shall be transferred to Defendant within thirty (30) days of the expiration of the Settlement Payment checks.

4. RELEASES, INDEMNIFICATION, AND WARRANTIES

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

4.2 As of the Effective Date, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including without limitation claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement that have been or could have been asserted in the Action or any other actions filed (or to be filed) by Plaintiffs or Settlement Class Members against the Released Parties arising out of or relating to the capture, collection, storage, possession, transmission, conversion, purchase, obtaining, sale, lease, profit from, disclosure, re-disclosure, dissemination, transmittal, and/or other use of data derived from the use of HireVue's video interview platform, including but not limited to claims arising under the BIPA (the "Released Claims").

4.3 In consideration for this Agreement and the consideration set forth herein, Plaintiffs and the Settlement Class Members acknowledge that the release herein includes any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including without limitation claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including but not limited to those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement that have been or could have been asserted in the Action or that relate to the collection, capture, storage, use, profit from, possession, disclosure, or dissemination of Class Members' personal data, including Biometric Data.

4.4 When the Final Approval Order and judgment are entered, the Action will be dismissed with prejudice.

4.5 Each Party to this Agreement represents and warrants that they have not heretofore assigned or transferred, or purported to assign or transfer, any of the Released Claims to any other person and that they are fully entitled to compromise and settle the same.

4.6 No person will have any claim of any kind against the Parties or their counsel or the Settlement Administrator with respect to the Settlement and the matters set forth herein or

based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order and Judgment, or other order(s) of the Court.

4.7 The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation for Plaintiffs and Settlement Class Members related to the Released Claims.

4.8 Under no circumstance will Defendant have any liability for taxes or tax expenses under the Settlement Agreement, including but not limited to tax liabilities of the Settlement Fund, the Settlement Administrator, any member of the Settlement Class, the Class Representatives, or Class Counsel. Any tax determinations and obligations arising from a payment made by Defendant pursuant to the Settlement shall be the exclusive responsibility of the person receiving the payment. If applicable, the Settlement Administrator shall be responsible for obtaining all necessary information for any required IRS Forms 1099 or other tax forms and issuing such tax forms as necessary.

4.9 Upon the Effective Date, the Releasing Parties 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 as to Defendant and the Released Parties.

4.10 Upon the Effective Date, the Releasing Parties will be forever barred and permanently enjoined from directly, indirectly, representatively, or in any other capacity filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or receiving any benefits or other relief from any lawsuit or other proceeding against any of the Released Parties in any jurisdiction relating in any way to the Released Claims, except for claims to enforce the terms of this Settlement Agreement.

5. NOTICE TO THE SETTLEMENT CLASS

5.1 Within thirty-five (35) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Notice to be disseminated to the Settlement Class. Such Notice shall comport with Federal Rule of Civil Procedure 23 and Sections 2-801 through 2-807 of the Illinois Code of Civil Procedure and shall be effectuated pursuant to the Notice Plan, the costs of which shall be Settlement Administration Costs and paid out of the Gross Settlement Fund.

5.2 **Identification of Class Members.** Within fourteen (14) calendar days of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the Class List, including the names and email addresses of Settlement Class Members who, based on data accessible to Defendant, may have completed interviews using HireVue's video interview platform that involved a relevant HireVue Assessments model between January 27, 2017, and the date of Preliminary Approval while located in the state of Illinois, and a list of all companies which utilized a relevant HireVue Assessments model. The Settlement Administrator shall keep the Class List, and all personal information obtained therefrom, including the identity of all persons, strictly confidential. The Class List shall not be disclosed to Class Counsel, Plaintiffs, or any other person or entity, and shall be used by the Settlement Administrator solely for the purpose of advising specific individual Class Members of their rights relative to this Settlement and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder. The Settlement Administrator shall destroy the Class List within ninety (90) days after the final distribution of

Settlement Payments or the termination of the Settlement, whichever occurs first. Notwithstanding the above, the Settlement Administrator is permitted to confirm with Plaintiff's Counsel (1) that the number of email addresses contained on the Class List is consistent with Section 1.7; and (2) provide Plaintiff's Counsel with other analytics regarding the effectiveness of the Direct Notice, such as delivery rates, bounce-back percentages, open rates, and similar notice administration metrics.

5.3 In addition to the Class List, within fourteen (14) calendar days of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with a Customer Reference List identifying, for each customer that utilized a relevant HireVue Assessments model during the class period: (A) the customer's legal entity name as reflected in the field in Defendant's records which identifies the name of the customer that conducted interviews using HireVue's relevant technology; (B) to the extent known to Defendant after reasonable inquiry by Defendant and its Counsel, any trade names, assumed names, "doing business as" names, abbreviations, or other names by which such customer is commonly known; and (C) the field(s) which identify the position(s) for which Claim Form Class Members completed HireVue interview(s) (collectively, the "Customer Reference List"). The Customer Reference List shall be provided solely to the Settlement Administrator and shall be treated as confidential. The Customer Reference List shall not be disclosed to Class Counsel, Plaintiffs, or any other person or entity, and shall be used by the Settlement Administrator solely for the purpose of verifying Claims submitted by Claim Form Class Members as set forth in Paragraph 3.1. The Settlement Administrator shall destroy the Customer Reference List within ninety (90) days after the final distribution of Settlement Payments or the termination of the Settlement, whichever occurs first.

5.4 **Notice to the Class.** Notice to the Class shall be disseminated according to the following Notice Plan:

- (a) **Email Notice by Settlement Administrator.** For each name on the Class List for which an email address can be identified, no later than the Notice Date, the Settlement Administrator shall send Notice substantially in the form of Exhibit 2 via email to each email address on the Class List. The Settlement Administrator shall disseminate a second round of Notice via email, substantially in the form attached as Exhibit 2 (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice) to those on the Class List thirty (30) days after the Notice Date.
- (b) **Settlement Website.** No later than the Notice Date, the Settlement Administrator shall cause the Settlement Website to be live and active. The Notice substantially in the form of Exhibit 3, as well as other Settlement-related documents, will be placed and made available to visitors on the website that shall be administered and maintained by the Settlement Administrator. The content of the Settlement Website and any materials posted on the Settlement Website shall be subject to the approval of Class Counsel and Defendant's Counsel. The Settlement Website shall permit the electronic submission of all claims as described in Par. 3.1.

- (c) **Digital Notice/Social Media Notice:** The Settlement Administrator shall disseminate Digital Notices containing information regarding the Settlement via targeted digital advertising. The Parties and the Settlement Administrator will effectuate a plan to reach Settlement Class Members involving social media, targeted online advertising, and/or print media. The website(s) and/or print media source(s) used to effectuate the Digital Notice Plan, and the content and form of the print and/or online advertisement(s), will be determined by the Parties with input from the Settlement Administrator.

The Settlement Administrator shall, in support of the motion for preliminary approval, provide attestation that the methods of notice set forth herein are valid and effective means of providing notice pursuant to the requirements of Federal Rule of Civil Procedure 23 and Sections 2-801 through 2-807 of the Illinois Code of Civil Procedure.

6. OBJECTIONS AND EXCLUSIONS

6.1 The Notice to the Class shall advise Settlement Class Members of their rights, including the right to be excluded from the Settlement Class or to comment upon and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement and/or Class Counsel's request for the Fee Award, and any papers submitted in support of said objection, may be considered by the Court at the Final Approval Hearing only if properly submitted to the Clerk of the Court and the Settlement Administrator. The Notice shall provide that any Settlement Class Member who wishes to object to the Settlement must mail a written statement regarding such objection to the Clerk of the Court and the Settlement Administrator, which statement must be postmarked by the Objection/Exclusion Deadline. No Settlement Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel) or to object to the Settlement, and no written objections or briefs submitted by any Settlement Class Member may be received or considered by the Court at the Final Approval Hearing, unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing (if such Settlement Class Member intends to appear either personally or through counsel), and/or copies of any written objections or briefs, have been mailed to the Clerk of the Court and the Settlement Administrator on or before the Objection/Exclusion Deadline.

6.2 Any member of the Settlement Class who intends to object to this Agreement and/or Class Counsel's request for a Fee Award must present the objection in writing by sending the written statement described below to the Clerk of the Court and the Settlement Administrator, which statement must be postmarked by the Objection/Exclusion Deadline. The written statement must be personally signed by the objector and must include: (1) the objector's name, address, and email; (2) the case name and number of this Action; (3) an explanation of the basis upon which the objector claims to be a Class Member; (4) whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (5) all grounds for the objection, including all citations to legal authority and evidence 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 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, who must enter an appearance with the Court in accordance with the Court's local rules; and (8) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel). Any objection to the Settlement Agreement and/or Class Counsel's request for a Fee Award, and any papers submitted in support of said objection, may be considered by the Court at the Final Approval Hearing only if the Class Member making the objection submits copies of such papers to the Clerk of the Court and the Settlement Administrator.

6.3 A member of the Settlement Class may request to be excluded from the Settlement Class by sending a written request that is received on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Settlement Class Member must timely send via U.S. Mail or email a written request for exclusion to the Settlement Administrator providing his/her name, home address, email address, signature, the name and number of the Action, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, that is submitted in any way other than the method designated in the Notice, or that is not postmarked or emailed within the time specified, shall be invalid, and the person submitting such a request shall remain a member of the Settlement Class and shall be bound as a Class Member by this Agreement, if approved. 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 the 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 emailed by the date specified in the Notice.

6.4 Settlement Class Members cannot both object to and exclude themselves from this Settlement. If a Settlement Class Member files an objection and an exclusion request, the individual will be considered to have excluded themselves from the Settlement Agreement.

7. SETTLEMENT ADMINISTRATION

7.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by providing Notice and processing Claim Forms in a reasonable, 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 required by applicable law in accordance with its normal business practices, and such records will be made available to Class Counsel and Defendant's Counsel upon request. In addition, the Settlement Administrator shall:

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

- (b) Receive written statements regarding any objections submitted by Settlement Class Members and promptly provide Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any written objection statements after the deadline for the submission of such statements, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- (c) Provide weekly reports to Class Counsel and Defendant's Counsel regarding (i) the number of Claim Forms received and the categorization and description of Claim Forms rejected, in whole or in part, and (ii) the number of written objection statements received by the Settlement Administrator; and
- (d) Promptly provide Class Counsel and Defendant's Counsel the Claim Forms, exclusion requests, and/or written objection statements received by the Settlement Administrator at any time upon reasonable notice.

7.2 The Settlement Administrator shall be obligated to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is any evidence of abuse or fraud, including but not limited to cross-referencing each Claim Form against customer and email address data provided by Defendant as set forth in Paragraph 3.1(a). The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member is an Approved Claim and shall reject Claim Forms that fail to: (a) comply with the instructions on the Claim Form or the terms of this Agreement; (b) provide full and complete information as requested on the Claim Form; (c) are submitted by a Class Member who already has submitted an accepted Claim Form; (d) identify a company that used a relevant HireVue Assessments model during the class period; or (e) provide an email address that cannot be matched to Defendant's records, unless the claiming Class Member has submitted sufficient documentary evidence as set forth in Paragraph 3.1. Class Counsel and Defendant's Counsel shall both have the right to challenge the Settlement Administrator's acceptance or rejection of a Claim Form submitted by a Class Member. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. Where Class Counsel and Defendant's Counsel disagree as to the validity of a submitted Claim Form, the Settlement Administrator will resolve the dispute, and the Claim Form will be treated in the manner designated by the Settlement Administrator.

7.3 The Gross Settlement Fund shall be used to pay all Settlement Administration Costs, including taxes and tax expenses.

8. PRELIMINARY APPROVAL AND FINAL APPROVAL

8.1 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 entry of Preliminary Approval of the Settlement, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination.

8.2 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will:

- (a) find that the Court has personal jurisdiction over all Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits thereto;
- (b) approve the Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the 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, Settlement Class Members, and the Releasing Parties with respect to the Released Claims;
- (c) find that the Notice implemented pursuant to the Agreement (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Settlement Class, and to appear at the Final Approval Hearing; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets all applicable requirements of the Federal Rules of Civil Procedure, Sections 2-801 through 2-807 of the Illinois Code of Civil Procedure, the Due Process Clause of the U.S. Constitution, and the rules of the Court;
- (d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;
- (e) award Class Counsel attorneys' fees and expenses as determined by the Court;
- (f) dismiss the Action (including all individual claims and class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Agreement;
- (g) incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;
- (h) permanently bar and enjoin all Class Members who have not properly sought exclusion from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction relating to the Released Claims;

- (i) 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; and
- (j) incorporate any other provisions as the Court may deem necessary and just.

8.3 The Final Approval Hearing shall be a date approximately 90 days after the Notice Date, as approved by the Court.

8.4 The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish these required events on the schedule set by the Court, subject to the terms of this Agreement.

9. TERMINATION OF SETTLEMENT

9.1 **Termination Notice.** Subject to Paragraphs 11.1-11.4 below, Defendant and each Class Representative, on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to the other Parties hereto within ten (10) calendar days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect or a ruling conditionally approving this Agreement subject to proposed changes to, or additions of, material terms (including but not limited to changes or additions to the Payment to Class Members set forth in Paragraph 3.1, the Notice provisions of Paragraphs 5.2-5.3, and the definition of “Released Claims”); (ii) the Court’s refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which an intermediate appellate court or the Illinois Supreme Court reverses or modifies the Final Judgment in any material respect; or (v) the date upon which an intermediate appellate court or the Illinois Supreme Court reverses or modifies in any material respect the Final Judgment, as defined in Paragraph 1.15 of this Agreement.

9.2 **Exclusion Requests.** If, before the Final Approval Hearing, the number of Settlement Class Members who have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto exceeds five percent (5%) of the Settlement Class (*i.e.*, 4,565 or more timely requests for exclusion), Defendant shall have, in its sole and absolute discretion, the option to terminate this Agreement. Defendant may terminate the Agreement by filing a Termination Notice with the Court and serving such Termination Notice on Class Counsel by hand delivery or overnight courier within ten (10) business days after being informed in writing by the Settlement Administrator that 4,565 or more timely and valid requests for exclusion have been timely submitted.

10. SERVICE PAYMENTS AND CLASS COUNSEL’S ATTORNEYS’ FEES AND COSTS

10.1 At least twenty-one (21) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee and Expense Application that seeks an award of attorneys’ fees plus their reasonable costs and expenses.

10.2 Subject to the Court's approval, the Parties agree that the Gross Settlement Fund will be used to pay Class Counsel's Fee Award. The Fee Award is the consideration, representing both attorneys' fees and litigation expenses, awarded by the Court to Class Counsel. Class Counsel have agreed, with no consideration from Defendant, to limit their fee request to no more than one-third (1/3) of the Gross Settlement Fund plus litigation costs and expenses. Class Counsel agree to accept whatever amount in attorneys' fees and expenses the Court awards, and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded shall remain in the Gross Settlement Fund. Any attorneys' fees and expenses awarded by the Court shall be paid to Class Counsel by wire transfer within thirty (30) days of Final Approval of the Settlement absent any pending appeal.

10.3 Class Counsel agree that the Fee Award shall be paid solely out of the Gross Settlement Fund and shall not increase Defendant's total financial liability with respect to the Settlement.

10.4 In lieu of any payments on claims to which they may be entitled as Settlement Class Members under the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, each Class Representative shall, subject to the approval of the Court, be paid a Service Payment of six-thousand dollars (\$6,000), which amounts shall be paid from the Gross Settlement Fund. These sums shall be paid in recognition of the Class Representatives' time and effort serving as Class Representatives.

10.5 The Parties agree that Defendant's payment of any Service Payments approved by the Court shall be paid solely out of the Gross Settlement Fund and shall not increase Defendant's total financial liability with respect to this Agreement.

11. CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

11.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Settlement Agreement;
- (b) The Court has granted Preliminary Approval;
- (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 Federal Rules of Civil Procedure and/or Sections 2-801 through 2-807 of 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 by this Agreement, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment"), and that has the

approval of the Parties, such Alternative Judgment becomes final and unappealable.

11.2 If some or all of the conditions specified in Paragraph 11.1 are not met, or in the event that this Settlement 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 subject to Paragraph 9.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, the other Party, provided it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the Service Payments to Plaintiffs set forth in Paragraphs 10.2 and 10.4 above shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination.

11.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 9.1 and/or 11.1-11.2 above, the Parties shall be restored to their respective positions as of the date of the signing of this Settlement Agreement. 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 as if this Settlement Agreement had never been entered into.

11.4 In the event the Settlement is terminated or fails to become effective for any reason after the Gross Settlement Fund has been funded, the Gross Settlement Fund, together with any earnings thereon at the same rate as earned by the Gross Settlement Fund, less any taxes paid or due, shall be returned to Defendant within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendant's Counsel to Class Counsel and the Settlement Administrator. At the request of Defendant's Counsel, the Settlement Administrator shall apply for any tax refund owed on the amounts in the Gross Settlement Fund and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to Defendant or as otherwise directed.

12. MISCELLANEOUS PROVISIONS

12.1 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 Defendant's Counsel agree to cooperate with one another in seeking Preliminary Approval, and entry of 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.

12.2 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 Plaintiffs, 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.

12.3 Each signatory to this Agreement warrants (a) that he, she, or it has all requisite power and authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated herein; (b) that the execution, delivery, and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory; and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid, and binding obligation.

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

12.5 Whether or not the Effective Date occurs, or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement:

- (a) is, may be deemed, or shall be used, offered or received 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 Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, 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;
- (b) is, may be deemed, or shall be used, offered or received against Defendant, 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 as against any Released Parties, 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 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 Plaintiffs, 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 the 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 Plaintiffs, 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 Plaintiffs' 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.

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

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

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

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

12.10 Except as otherwise provided herein, each Party shall bear its own costs and attorneys' fees incurred in any way related to the Action.

12.11 Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

12.12 Each counsel or other person executing this Settlement Agreement, any of its Exhibits, or any related 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 Settlement Agreement to effectuate its terms.

12.13 Except as required by law, rule, regulation, or subpoena, neither Plaintiffs nor their representatives, including but not limited to their attorneys, shall make comments or disclose to any member of the press any information whatsoever regarding: (i) the substance of the Lawsuit; or (ii) the facts surrounding the Lawsuit or the claims of the Named Plaintiffs and/or the Class Members. If asked about the disposition of the claims of the Named Plaintiffs and/or the Class Members, the Parties may state only to the effect that “this matter has been resolved to the satisfaction of all parties concerned.” The above limitation does not include disclosure of such information to the spouses or any attorneys, accountants, and professional tax advisers of the Named Plaintiffs and the Class Members, or to any federal, state, or local governmental agency. Class Counsel also agree not to disclose the terms of the Settlement or the negotiations thereto, except as otherwise agreed to effectuate the Settlement or as may be required by a court of competent jurisdiction. Class Counsel shall not directly or indirectly issue any press release or initiate any press or other public disclosures relating to the Settlement. This provision does not preclude Class Counsel from complying with any applicable ethical rules, nor shall this Paragraph be construed to prevent Class Counsel or Defendant’s Counsel from explaining to any potential Settlement Class Members who contact Class Counsel or Defendant’s Counsel what the Lawsuit is regarding, that the Lawsuit has settled, and/or how to obtain settlement benefits. Class Counsel, however, shall be permitted to make a generic statement, to be agreed upon by the Parties, on their website or in other marketing materials describing the class settlement (*i.e.*, a class settlement involving the BIPA), but the statement shall not mention Defendant by name. For example, Class Counsel may refer to the approximate amount of the Gross Settlement Fund and may indicate that the settlement was reached in connection with a BIPA class action against a company.

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

12.15 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.

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

12.17 This Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Illinois without reference to the conflict of laws provisions thereof.

12.18 This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms’-length negotiations among the Parties with the aid of a neutral Mediator. Whereas 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.

12.19 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the following counsel. For Plaintiffs: David Gerbie, McGuire Law, P.C., 55 W. Wacker

Dr., 9th Floor, Chicago, Illinois 60601 (dgerbie@mcgpc.com). For Defendant: Gerald L. Maatman, Jr., Duane Morris LLP, 190 S. LaSalle St., Suite 3700, Chicago, Illinois 60603 (GMaatman@duanemorris.com).

12.20 Under no circumstances will Defendant have any liability for taxes or tax expenses under the Settlement. Plaintiffs, Class Counsel, and Class Members are responsible for any taxes on their respective portions of the recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Defendant or Defendant's counsel.

12.21 All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any provision of this Settlement Agreement.

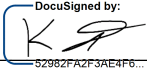
12.22 In the event that the Agreement is not approved by the Court, the Parties agree to use their best efforts to negotiate terms and conditions that will be approved by the Court. In such event, the Parties agree to seek assistance from Judge Schenkier to resolve any disputed issues that prevent approval and/or dismissal.

12.23 Defendant agrees to provide Class Counsel with a declaration outlining Defendant's business information within seven (7) days of execution of this Agreement. The declaration shall remain confidential, and neither the declaration nor any information contained therein shall be filed on the Court's public docket.

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FOLLOWS.]***

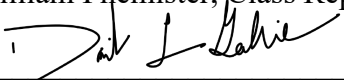
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

For Plaintiffs and the Settlement Class:

 Date: 6/12/2026
Kristen Deyerler, Class Representative

John Coleman, Class Representative

William Phemister, Class Representative

 Date: _____
David Gerbie, Class Counsel
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, Illinois 60601

For Defendant HireVue, Inc.:

JEREMY FRIEDMAN, CEO – HIREVUE, INC.

GERALD L. MAATMAN, JR.
DUANE MORRIS LLP
190 S. LaSalle Street, Suite 3700
Chicago, Illinois 60603

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

For Plaintiffs and the Settlement Class:

Kristen Deyerler, Class Representative

Date: 6/11/2026

John Coleman, Class Representative

William Phemister, Class Representative

David Gerbie, Class Counsel
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, Illinois 60601

For Defendant HireVue, Inc.:

JEREMY FRIEDMAN, CEO – HIREVUE, INC.

GERALD L. MAATMAN, JR.
DUANE MORRIS LLP
190 S. LaSalle Street, Suite 3700
Chicago, Illinois 60603

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed.

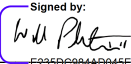
For Plaintiffs and the Settlement Class:

Kristen Deyerler, Class Representative

Date:

John Coleman, Class Representative

Date:

 Signed by:

William Phemister, Class Representative

Date: 6/11/2026

David Gerbie, Class Counsel
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, Illinois 60601

Date:

For Defendant HireVue, Inc.:

JEREMY FRIEDMAN, CEO – HIREVUE, INC.

Date:

GERALD L. MAATMAN, JR.
DUANE MORRIS LLP
190 S. LaSalle Street, Suite 3700
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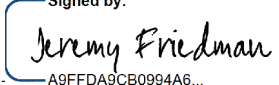
William Phemister, Class Representative

Date:

David Gerbie, Class Counsel
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, Illinois 60601

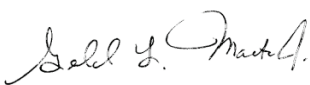
Date:

For Defendant HireVue, Inc.:

Signed by:


A9FFDA9CB0994A6...
JEREMY FRIEDMAN, CEO – HIREVUE, INC.

Date:



GERALD L. MAATMAN, JR.
DUANE MORRIS LLP
190 S. LaSalle Street, Suite 3700
Chicago, Illinois 60603

Date: 6/12/2026

EXHIBIT 1

HIREVUE, INC. CLASS ACTION SETTLEMENT

CLAIM FORM

TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT BY _____, 2026.

You may complete and submit this Claim Form online at www.VideoInterviewBIPASettlement.com or you may complete this Claim Form and mail it in. You may only submit one Claim Form via one method of your choosing.

To be valid, your Claim Form must be complete, accurate, and timely. You must also certify the accuracy of the information submitted, and you must submit a copy of the interview invitation or completion confirmation email you received to verify that you completed a relevant HireVue interview during the class period. Your Claim Form may be rejected by the Settlement Administrator if any of these conditions is not met.

If you fail to submit your Claim Form by **[date]**, your claim will be rejected, and you will be deemed to have waived all rights to receive a benefit under the settlement.

IMPORTANT NOTE: To complete this Claim Form, read the instructions below in **Step 1**; truthfully provide the requested information in **Step 2**; upload the documentation requested in **Step 3**; sign the certification in **Step 4**; select how you would like to receive a cash benefit among the options provided in **Step 5**; and submit the Claim Form using one of the methods stated in **Step 6**.

Each Settlement Class Member is entitled to submit only one Claim Form regardless of the number of times they completed an interview through HireVue's video interview platform that may have involved the capture, collection, or receipt of a candidate's "voice and facial biometrics." There can be only one claim for any given Settlement Class Member.

STEP 1 – DIRECTIONS

In the spaces below, provide (i) your name, (ii) your address, (iii) your current email address (**and** the email address used to complete your HireVue interview, if different from your current email address), (iv) telephone number, (v) the company(ies) you interviewed with; (vi) the position(s) you interviewed for; and (vii) the year(s) of the interview. **You must also** submit documentary evidence in the form of either (1) a copy of the interview invitation email you received; or (2) the interview completion confirmation email you received, to verify that you completed a relevant HireVue interview during the class period. Remember that only individuals who completed an interview through HireVue's video interview platform that may have involved the capture, collection, or receipt of a candidate's "voice and facial biometrics" while in Illinois between January 27, 2017 and **[the Date of Preliminary Approval]** are eligible to submit a claim.

STEP 2 – CLAIMANT INFORMATION

Name: _____
(First) (Middle Initial) (Last)

Address: _____
(Street)

(City) (State) (Zip Code)

Current Email Address: _____

Email Address You Used For HireVue Interview: _____

Telephone
Number: () - - - -

Company(ies) You Interviewed With: _____

Position(s) You Interviewed For: _____

Year(s) Of Interview(s): _____

STEP 3 – UPLOAD DOCUMENTATION

To verify that you are a Settlement Class Member who completed a relevant HireVue interview during the class period, you must submit a copy of either (1) the email you received inviting you to complete a HireVue interview; or (2) a copy of the interview completion confirmation email you received. The email should have been sent by an email address with the domain name “hirevue.com” (e.g., NAME@hirevue.com).

To submit the documentation, upload a copy of the invitation email by clicking the “Upload File” link located below.

[“Upload File” button]

STEP 4 – CERTIFICATION

By signing below and submitting this Claim Form, I hereby certify that I am the person identified on the Claim Form, I completed an interview using HireVue's video interview platform between January 27, 2017 and [the Date of Preliminary Approval], all of the information I provide on this Claim Form is true and accurate, and I have not submitted more than one Claim Form related to this Settlement.

I understand that the Settlement Administrator and the Parties have the right to verify the accuracy of any information or documentation I provide, and that it may ultimately be determined that I am not entitled to receive the requested Class Benefit.

Signature

Date

STEP 5 – HOW DO YOU WANT TO RECEIVE YOUR PAYMENT?

If your Claim Form is valid, signed, and timely, you will receive a cash benefit via Venmo or PayPal, unless you request a paper check.

Please select **one** of the following payment options:

☐ [Unchecked box for claimant to check] **Physical Check:** Payment by check sent via U.S. mail to the address listed in **Section 2**.

☐ [Unchecked box for claimant to check] **Venmo:** Enter mobile number associated with your Venmo account: ____ - ____ - ____.

☐ [Unchecked box for claimant to check] **PayPal:** Enter your PayPal email address:

Please be patient. The Settlement Administrator will not be able to send you your monetary cash benefit until after your Claim Form has been processed and Court proceedings are completed.

STEP 6 – METHODS OF SUBMISSION

Please complete the Claim Form above and return it by one of the following methods:

1. Online by visiting www.VideoInterviewBIPASettlement.com and completing an online Claim Form no later than midnight, U.S. Central Standard Time, on [Date]; OR
2. By mailing via U.S. mail a completed and signed Claim Form to the Settlement Administrator, postmarked no later than [Date], and addressed to:

HireVue BIPA Settlement
c/o Simpluris Inc.
[Address]

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

* * *

If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may contact the Settlement Administrator by email (EMAIL) or telephone (--- --- ---).

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANT TO
INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.
THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.**

EXHIBIT 2

CLAIMANT ID: XXXX
CLAIMANT PIN: XXXX

YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF, WHILE IN ILLINOIS, YOU COMPLETED AN INTERVIEW THROUGH HIREVUE'S VIDEO INTERVIEW PLATFORM THAT INVOLVED A MODEL THAT MAY HAVE COLLECTED YOUR "VOICE AND FACIAL BIOMETRICS" AT ANY TIME BETWEEN JANUARY 27, 2017 AND [THE DATE OF PRELIMINARY APPROVAL].

For more information, visit www.VideoInterviewBIPASettlement.com.

A proposed settlement has been reached in a class action lawsuit against HireVue, Inc. regarding the alleged collection of individuals' biometrics – specifically, voice and/or facial biometrics – without obtaining informed written consent or providing or complying with the requisite data retention and destruction policies in violation of the Illinois Biometric Information Privacy Act, 740 ILCS/14 *et seq.* (the "BIPA").

The case is *Deyerler, et al. v. HireVue Inc.*, Case No. 2026LA00000141, currently pending in the Circuit Court of Lake County, Illinois. The proposed Settlement is not an admission of wrongdoing by HireVue, Inc., and it denies that it violated the law. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action except if the Settlement Agreement is fully approved by the Court. Defendant denies all allegations, denies any wrongdoing or liability, and maintains that it complied with the law at all times. Defendant specifically denies that any data that it allegedly possessed, collected, captured, stored, used, and/or otherwise obtained was capable of identifying or verifying the identity of any individual and, thus, denies that any such data constituted a "biometric identifier" or "biometric information" under the BIPA. The Court has not decided who is right or wrong. Rather, to save the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit.

Why Am I Being Contacted? Our records indicate that you may have completed an interview through HireVue's video interview platform that involved a model that may have collected a candidate's "voice and facial biometrics" while in Illinois between January 27, 2017 and [the Date of Preliminary Approval]. Any individual who completed an interview through HireVue's video interview platform that may have involved the collection of a candidate's "voice and facial biometrics" while in Illinois between January 27, 2017 and [the Date of Preliminary Approval] is eligible to submit a claim to receive cash benefits from this Settlement.

What Does The Settlement Provide? HireVue, Inc. has agreed to create a \$3,750,000 Settlement Fund to pay valid claims, settlement administration expenses, attorneys' fees, costs, and expenses, and three Class Representative service awards. Each Class Member who submits a timely, valid Claim Form may receive an equal cash payment from the Settlement Fund. The per-person payment is estimated to be \$150 but depends on certain unknown factors to be determined, including how many Settlement Class Members submit valid Claim Forms. To receive a cash payment from the fund, you must visit the Settlement Website, www.VideoInterviewBIPASettlement.com, and submit your Claimant ID and PIN (located at the top of this email notice) by XXX XX, 2026. Visit the website below or call for more information on filing your claim. **Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.**

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by XXX, XX, 2026. If you do not exclude yourself, you may object to it by XXX, XX, 2026. The detailed notice, available at the settlement website listed below, explains how to exclude yourself or object. The Court will hold a hearing on XXX, XX, 2026 to consider whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to one-third of the Gross Settlement Fund, plus their costs and expenses, and a service award of \$6,000 for each of the Class Representatives. Class Counsel's fee request will be made available on the settlement website. You can appear at the hearing, but you do not have to. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you do not have to. Please check the settlement website for updates on the date, time, and format of the final approval hearing. **Visit the settlement website, www.VideoInterviewBIPASettlement.com, or contact the Settlement Administrator at [REDACTED], for details about options and deadlines.**

***For more information and to submit your Claim Form for cash payment, visit
www.VideoInterviewBIPASettlement.com
or call 1-999-999-9999.***

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Deyerler, et al. v. HireVue, Inc.,
No. 2026LA00000141 (Cir. Ct. Lake County, Illinois)

For more information, visit www.VideoInterviewBIPASettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF, WHILE IN ILLINOIS, YOU COMPLETED AN INTERVIEW THROUGH HIREVUE'S VIDEO INTERVIEW PLATFORM THAT INVOLVED A MODEL THAT MAY HAVE COLLECTED YOUR "VOICE AND FACIAL BIOMETRICS" AT ANY TIME BETWEEN JANUARY 27, 2017 AND [THE DATE OF PRELIMINARY APPROVAL].

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, *Deyerler, et al. v. HireVue, Inc.*, No. 2026LA00000141, pending in the Circuit Court of Lake County, Illinois before the Hon. Daniel L. Jasica. The Settlement would resolve a lawsuit brought on behalf of persons who allege that HireVue, Inc. collected individuals' biometrics in Illinois through its automated interview technology without first providing the individuals with legally required written disclosures and obtaining written consent. If you received this notice, you have been identified as someone who may have completed an interview through HireVue's video interview platform that involved the collection of a candidate's "voice and facial biometrics" while in Illinois between January 27, 2017 and [the Date of Preliminary Approval]. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information, such as voice and facial scans, of another individual for any purpose without first providing them with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated BIPA by collecting individuals' biometrics through voice and facial scanning technology in Illinois without first providing the requisite disclosures or obtaining the consent required by BIPA. Defendant contests these claims, denies that it collected or possessed biometrics or any other information subject to BIPA, and denies that it violated BIPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class

By order of: Hon. Daniel L. Jasica, Circuit Court of Lake County, Illinois
Page 1 of 6

QUESTIONS? VISIT www.VideoInterviewBIPASettlement.com OR CALL 1-999-999-9999.

Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves all claims against Defendant and its affiliated entities. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and Service Awards to the Class Representatives, if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, while within the state of Illinois, you completed a HireVue interview that involved the relevant technology between January 27, 2017 and [the Date of Preliminary Approval]. If you are a member of the Settlement Class, then you may visit the settlement website, www.VideoInterviewBIPASettlement.com, to submit a claim for cash benefits.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a \$3,750,000 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal payment paid out of the Settlement Fund after payment is made for administrative expenses, attorneys’ fees and expenses, and Class Representatives’ service awards. The amount of each valid claimant’s payment is estimated to be \$150, but the exact amount is unknown at this time and depends on several factors, including how many valid claims are submitted. The Settlement Administrator will issue a check or electronic payment to each Class Member who submits a valid Claim Form following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 75 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys’ fees of up to one-third of the Gross Settlement Fund, plus reasonable expenses, for the substantial time, expense, and effort spent investigating the facts, litigating the case, and negotiating the Settlement. The three Class Representatives also will apply to the Court for a payment of up to \$6,000.00 each for their time, effort, and service in this matter. Class Counsel will file with the Court their request for attorneys’ fees, expenses, and service awards on _____, 2026, and will post their request on the Settlement Website.

By order of: Hon. Daniel L. Jasica, Circuit Court of Lake County, Illinois
Page 2 of 6

QUESTIONS? VISIT www.VideoInterviewBIPASettlement.com OR CALL 1-999-999-9999.

WHAT ARE MY OPTIONS?

(1) Submit a Claim for Money.

To obtain money from the Settlement, you must submit a Claim Form by **XX, XX, 2026**. You may obtain a Claim Form at www.VideoInterviewBIPASettlement.com, and you may submit your Claim Form online at the same website. You may also submit a Claim Form to the Settlement Administrator by U.S. Mail, postmarked by XX, XX, 2026, at _____. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you or, if you choose, the money will be electronically transferred. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.***

(2) Exclude yourself.

You may exclude yourself from the Settlement on an individual basis. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at _____, postmarked by **XX, XX, 2026**, or send an email to claims@VideoInterviewBIPASettlement.com on or by **XX, XX, 2026**. Your request for exclusion must include the name and case number of this litigation, as well as your full name, home address, email address, telephone number, the name and number of the Action, a statement that you wish to be excluded, and your signature. So-called “mass” or “class” exclusion requests are not permitted.

(3) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Court of the Circuit Court of Lake County, Illinois, 18 N. County Street, Waukegan, IL 60085 and the Settlement Administrator. The objection must be received by the Court no later than **XX, XX, 2026**. Any objection to the proposed Settlement must include (1) the objector’s name, address, and email; (2) the case name and number of this Action; (3) an explanation of the basis upon which the objector claims to be a Class Member; (4) whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (5) all grounds for the objection, including all citations to legal authority and evidence 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 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, who must enter an appearance with the Court in accordance with the Court’s local rules; and (8) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel). If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of **XX, XX, 2026**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which will be held on _____, 2026 at _____ a.m./p.m., in person or through counsel at the Circuit Court of Lake County, Illinois, 18 N. County Street, Waukegan, IL 60085, Courtroom 202 (remote access: <https://19thcircuitcourt.state.il.us/2187/Daily-Remote-Court-Session-Schedule-C302>), to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the Final Approval of the Settlement, the request for attorneys’

By order of: Hon. Daniel L. Jasica, Circuit Court of Lake County, Illinois
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QUESTIONS? VISIT www.VideoInterviewBIPASettlement.com OR CALL 1-999-999-9999.

fees and expenses, and/or the request for a Service Award to each of the Class Representatives are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(4) Do Nothing.

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Released Parties regarding any of the Released Claims.

Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement. To submit a Claim Form, or for more information on how to request exclusion from the Class or file an objection, please visit the Settlement website, www.VideoInterviewBIPASettlement.com, or call 1-999-999-9999.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and the other Released Parties (as defined in the Settlement Agreement) relating to their alleged collection of biometrics or other breach of BIPA between January 27, 2017 and [the Date of Preliminary Approval]. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at www.VideoInterviewBIPASettlement.com, or you can call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representatives' Service Awards that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **XX, XX, 2026 at XX am/pm**. The hearing is subject to being changed by the Court, including taking place remotely via

By order of: Hon. Daniel L. Jasica, Circuit Court of Lake County, Illinois
Page 4 of 6

QUESTIONS? VISIT www.VideoInterviewBIPASettlement.com OR CALL 1-999-999-9999.

videoconference (<https://19thcircuitcourt.state.il.us/2187/Daily-Remote-Court-Session-Schedule-C302>), so please visit www.VideoInterviewBIPASettlement.com for updates.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and certain resolution to the lawsuit in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Evan M. Meyers David L. Gerbie Andrew T. Heldut MCGUIRE LAW, P.C. 55 W. Wacker Drive, 9 th Fl. Chicago, IL 60601 emeyers@mcgpc.com dgerbie@mcgpc.com aheldut@mcgpc.com Tel: 312-893-7002
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WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.VideoInterviewBIPASettlement.com. If you have any questions, you can also call the Settlement Administrator at 1-999-999-9999 or contact Class Counsel at the number or email addresses set forth above. In addition to the documents available on the settlement website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

By order of: Hon. Daniel L. Jasica, Circuit Court of Lake County, Illinois
Page 5 of 6

QUESTIONS? VISIT www.VideoInterviewBIPASettlement.com OR CALL 1-999-999-9999.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$3.75M HireVue Settlement Wraps Up Class Action Lawsuit Over Alleged Biometric Info Violations](#)
