

## **SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“Settlement Agreement” or “Agreement”) is entered into by and among Plaintiffs Irene Simmons and Rodell Sanders (together, “Plaintiffs”), for themselves individually and on behalf of the Settlement Class, and Defendants Motorola Solutions, Inc. (“Motorola Solutions”) and Vigilant Solutions, LLC (“Vigilant”; Motorola Solutions and Vigilant together are “Defendants”; Plaintiffs and Defendants together are the “Parties”), in *Simmons v. Motorola Solutions, Inc.*, No. 1:20-cv-01128, pending in the United States District Court for the Northern District of Illinois before the Honorable John J. Tharp Jr. (the “Federal Action”) and *Simmons v. Motorola Solutions, Inc.*, No. 2024-L-010142, pending in the Circuit Court of Cook County, Illinois, Chancery Division before the Honorable Joel Chupack (the “State Action”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Claims upon and subject to the terms and conditions hereof, and subject to court approval.

### **RECITALS**

A. On February 14, 2020, original plaintiffs Johnny Flores, Ariel Gomez, and Derrick Lewis filed the Federal Action against Defendants in the United States District Court for the Northern District of Illinois, alleging claims for violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), and for unjust enrichment, and seeking damages, disgorgement, injunctive relief, and attorneys’ fees. The Federal Action was assigned to the Honorable Charles R. Norgle Sr.

B. Plaintiffs filed an amended complaint in the Federal Action on February 18, 2020. Plaintiffs alleged that Defendants violated BIPA and are liable for unjust enrichment by developing, operating, and selling the “FaceSearch” facial recognition technology and by allowing

customers to use FaceSearch to access and search a gallery of booking photographs containing the faces of putative class members. Plaintiffs alleged that, through Defendants' development, operation, and sale of FaceSearch and the booking photo gallery, Defendants collected the biometric data of Plaintiffs and the putative class members without complying with the written notice and release provisions of Section 15(b) of BIPA, possessed biometric data without having a publicly-available biometric data retention and destruction policy in violation of Section 15(a), profited from biometric data in violation of Section 15(c), disclosed biometric data in violation of Section 15(d), and failed to adequately protect biometric data in violation of Section 15(e).

C. On June 17, 2020, Defendants filed a motion to dismiss the amended complaint under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6).

D. On January 18, 2021, Judge Norgle granted in part and denied in part Defendants' motion to dismiss. Judge Norgle dismissed Plaintiffs' Section 15(a) claim for lack of federal subject matter jurisdiction but denied Defendants' motion to dismiss the remaining claims. Defendants filed their Answer and Affirmative Defenses on February 16, 2021.

E. On December 1, 2021, Plaintiffs filed a motion to file a second amended complaint to remove certain allegations related to reputational damages and to substitute as named plaintiffs Irene Simmons and Rodell Sanders in place of Johnny Flores, Ariel Gomez, and Derrick Lewis.

F. On December 8, 2021, Defendants moved for summary judgment on Plaintiffs' individual claims under Federal Rule of Civil Procedure 56. Plaintiffs moved to stay the summary judgment motion until all discovery was completed. Magistrate Judge Jeffrey I. Cummings denied Plaintiffs' motion to stay and supervised the completion of discovery relating to the summary judgment motion.

G. On December 17, 2021, Judge Cummings granted Plaintiffs leave to file the second amended complaint, which Plaintiffs filed the same day. Defendants filed their answer to the second amended complaint and affirmative defenses on January 3, 2022.

H. On August 5, 2022, Judge Norgle issued an Order granting Defendants leave to file an amended motion for summary judgment. On August 12, 2022, Defendants filed their amended motion for summary judgment with respect to Plaintiffs' individual claims.

I. On October 3, 2022, Plaintiffs filed their response in opposition to Defendants' amended motion for summary judgment. On October 4, 2022, Judge Norgle assumed inactive senior status, and the Federal Action was reassigned to Judge John J. Tharp Jr. On November 14, 2022, Defendants filed their reply in support of their amended motion for summary judgment.

J. Thereafter, the Parties began to discuss a potential mediation, and in connection with those discussions, jointly requested that the Judge Tharp stay his ruling on Defendants' amended motion for summary judgment. Judge Tharp granted that request and has stayed his ruling since October 25, 2023.

K. On March 11, 2024, the Parties engaged in a formal mediation with the Honorable Sidney I. Schenkier (Ret.) of JAMS. The mediation lasted almost twelve hours, but as a result of Judge Schenkier's and the Parties' diligent efforts and hard-fought, arms-length negotiation, the Parties reached an agreement in principle on the terms of a class action settlement. The agreement in principle encompasses both the Federal Action as well as the State Action, to accomplish complete resolution of the class claims, including Plaintiffs' Section 15(a) claim which was dismissed for lack of federal jurisdiction.

L. On September 13, 2024, Plaintiffs filed a class action complaint in the Circuit Court of Cook County, Illinois pursuant to the Parties' agreement in principle. That action originally was

assigned to the Law Division. Plaintiffs moved to transfer the State Action to the Chancery Division on September 20, 2024. The Presiding Judge of the Chancery Division granted that motion on September 23, 2024, and the State Action subsequently was assigned to Judge Joel Chupack.

M. On October 30, 2024, the Parties engaged in an additional mediation with Judge Schenkier to finalize the Settlement Agreement.

N. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts relating to all of Plaintiffs' claims and Defendants' potential defenses. Plaintiffs believe that their asserted claims have merit, that they would have ultimately succeeded in prevailing on the merits at summary judgment, obtained certification of the putative class, and prevailed on the merits at trial. However, Plaintiffs and Class Counsel recognize that Defendants have raised factual and legal defenses that presented a significant risk that Plaintiffs would not prevail and/or that a class would not be certified for trial. Class Counsel also have taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Plaintiffs and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in this Settlement Agreement.

O. Defendants deny the material allegations in the Litigation, as well as all allegations of wrongdoing and liability, including that they are subject to or violated BIPA, and believe that they would have prevailed on the merits at summary judgment, that a class would not be certified for trial, and that they would have prevailed at trial. Nevertheless, Defendants have similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for liquidated damages under BIPA. Defendants thus desire to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendants that, subject to the approval of the State Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Litigation shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

## **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 “**Agreement**” or “**Settlement Agreement**” means this Settlement and Release Agreement and the attached Exhibits.

1.2 “**Approved Claim**” means a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically signed or electronically signed by the

Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

1.3 “**Claims Deadline**” means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely, and shall be set as a date no later than sixty-three (63) days following the Notice Date, subject to State Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

1.4 “**Claim Form**” means the document substantially in the form attached hereto as Exhibit A, as approved by the State Court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Payment, shall be available in paper and electronic format. The Claim Form will require claiming Settlement Class Members to provide the following information: (i) full name, (ii) current U.S. Mail address, and (iii) either (1) an assigned Claim ID number, or (2) the location and date they are contending a photo was taken in which their face appears that was processed using the FaceSearch technology, the law enforcement agency that took or uploaded the photo, and documentation supporting their contentions. The Claim Form will not require notarization, but will require affirmation that the information supplied is true and correct.

1.5 “**Class Counsel**” means Jonathan I. Loevy and Michael I. Kanovitz of Loevy & Loevy.

1.6 “**Class Representatives**” means Irene Simmons and Rodell Sanders.

1.7 “**Defendants**” means Motorola Solutions, Inc. and Vigilant Solutions, LLC.

1.8 “**Defendants’ Counsel**” means David C. Layden and Andrew W. Vail of Jenner & Block LLP.

1.9 **“Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (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(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

1.10 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendants at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

1.11 **“FaceSearch”** means (a) the facial recognition technology that Vigilant developed and that Vigilant and Motorola Solutions provided to government customers under the “FaceSearch” brand name and any other brand name(s) that preceded or succeeded “FaceSearch”; and (b) any related technologies using the same or similar facial recognition algorithm(s) as the

FaceSearch technology that Vigilant and/or Motorola Solutions provided to government customers under a brand name or names other than those in the preceding part (a).

1.12 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the State Court to be paid out of the Settlement Fund.

1.13 “**Federal Action**” means the case captioned *Simmons v. Motorola Solutions, Inc.*, No. 1:20-CV-01128, currently pending in the United States District Court for the Northern District of Illinois before Judge John J. Tharp Jr.

1.14 “**Federal Court**” means the United States District Court for the Northern District of Illinois, the Honorable John J. Tharp Jr. presiding, or any judge who shall succeed him as the judge assigned to preside and have jurisdiction over the Federal Action.

1.15 “**Final Approval Hearing**” means the hearing before the State Court where Plaintiffs will request that the Final Approval Order be entered by the State Court finally approving the Settlement as fair, reasonable, adequate, and made in good faith, and approving the Fee Award and the Incentive Award to the Class Representatives. If required by orders of the State Court, the Final Approval Hearing may be held by telephone or videoconference.

1.16 “**Final Approval Order**” means the final approval order to be entered by the State Court approving the settlement embodied by this Settlement Agreement after the Final Approval Hearing, and dismissing the State Case with prejudice, substantially in the form attached hereto as Exhibit B.

1.17 “**Incentive Award**” means the proposed amount of seven thousand five hundred dollars (\$7,500.00) to be paid to each of the Class Representatives in return for the services they provided to the Settlement Class and to be approved at the Final Approval Hearing.

1.18 “**Litigation**” means the Federal Action and the State Action.



1.19 “**Notice**” means the notice of the proposed Settlement and Final Approval Hearing approved by the State Court, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*, and is substantially in the form of Exhibits C, D, and E attached hereto.

1.20 “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than forty-five (45) days after entry of the Preliminary Approval Order.

1.21 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement or a request for exclusion from the Settlement Class submitted by a person within the Settlement Class must be filed with the State Court and/or postmarked or e-mailed (for exclusion requests), which shall be designated as a date approximately forty-two (42) days after the Notice Date, as approved by the State Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

1.22 “**Plaintiffs**” means Irene Simmons and Rodell Sanders.

1.23 “**Preliminary Approval Order**” means the State Court’s order preliminarily approving the Agreement, preliminarily certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice, substantially in the form attached hereto as Exhibit F.

1.24 “**Released Claims**” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or

unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, of every nature and description whatsoever, that arise out of or relate in any way to images that were processed using the FaceSearch technology, including but not limited to images that are or were included in the booking photo databases that Motorola Solutions and/or Vigilant created and made available for law enforcement customer searches, images uploaded by law enforcement customers, and images used to train or test the FaceSearch technology, including but not limited to claims asserting violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), any federal or state laws similar to BIPA, or enactment of any other statutory, regulatory or common law claim arising thereunder, including but not limited to all claims that were asserted or could have been asserted in the Litigation, as of the date of the preliminary approval.

1.25    **“Released Parties”** means Defendants and each of their respective past, present, and future direct and indirect parents, subsidiaries, members, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies.

1.26    **“Releasing Parties”** means Plaintiffs and the Settlement Class Members (whether or not such Class Members submit Claim Forms), and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective capacity as such), and

all those who claim through them or who assert the Released Claims (or could assert such Released Claims) on their behalf.

1.27 “**Settlement**” means the settlement embodied by the terms and conditions of this Agreement.

1.28 “**Settlement Administration Expenses**” means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, processing Claim Forms, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.29 “**Settlement Administrator**” means Epiq Systems, Inc., subject to approval of the State Court, which will provide the Notice, Settlement Website, processing Claim Forms, sending of Settlement Payments to Settlement Class Members, tax reporting, and performing such other settlement administration matters set forth herein or contemplated by the Settlement.

1.30 “**Settlement Class**” means all persons whose faces appeared in images that were processed using the FaceSearch technology, including but not limited to images that are or were included in the booking photo databases that Motorola Solutions and/or Vigilant created and made available for law enforcement customer searches, images uploaded by law enforcement customers, and images used to train or test the FaceSearch technology, at any time up through the entry of the Preliminary Approval Order who either: (a) are or were Illinois residents; or (b) were present in Illinois at the time the images were taken or processed. Excluded from the Settlement Class are: (1) any Judge or Magistrate presiding over the Federal Action or the State Action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest,

(3) persons who properly execute and file a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

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

1.32 “**Settlement Fund**” means the total amount of Forty-Seven Million Five Hundred Thousand Dollars (\$47,500,000.00) to be paid by Defendants and/or their insurers under the terms of this Settlement. Under no circumstances shall Defendants or their insurers be required to provide settlement funding or pay any attorneys’ fees, costs, incentive awards, or Settlement Administration Expenses that, taken together, exceed \$47.5 million. Within fourteen (14) days of the entry of the Preliminary Approval Order, Defendants and/or their insurers shall transmit One Million Dollars (\$1,000,000.00) to the Escrow Account established by the Settlement Administrator for the purpose of funding initial Settlement Administration Expenses. To the extent that any portion of those funds is not required to fund initial Settlement Administration Expenses, the Settlement Administrator shall hold such portion in the Escrow Account for the purpose of funding Approved Claims. Within ten (10) business days after the Effective Date, Defendants and/or their insurers shall transmit the remaining balance of the Settlement Fund to the Escrow Account. The Settlement Fund shall satisfy all monetary obligations of Defendants and their insurers (and any other Released Party) under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee Award, the Incentive Award, taxes, and any other payments or other monetary obligations contemplated by this Agreement or the Settlement.

1.33 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund, after deduction of any Fee Award, Incentive Awards, and Settlement Administration Expenses.

1.34 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be [www.XYZ.com](http://www.XYZ.com), or such other URL as the Parties may subsequently agree to.

1.35 “**State Action**” means *Simmons v. Motorola Solutions, Inc.*, No. 2024L010142, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division, before the Honorable Joel Chupack.

1.36 “**State Court**” means the Circuit Court of Cook County, Illinois, Chancery Division, and the Honorable Joel Chupack, or any succeeding judge assigned to preside and have jurisdiction over the State Action.

## **2. SETTLEMENT RELIEF**

### **2.1 Denial of Liability; Inadmissibility; Limited Purpose**

a. Defendants deny all allegations of wrongdoing or liability for the claims asserted in the Litigation. Neither the fact of settlement, nor the Settlement Agreement, nor any other settlement documents, including the term sheet and any communications in relation to the Settlement, shall be offered, used or received in any other case or proceeding for any purpose, whether as an argument, admission, concession, evidence or otherwise, including, but not limited to, relating to the validity of any claim or defense asserted in the Litigation, the truth of any fact alleged by any Party, or the appropriateness of class certification, and/or as evidence of any admission by Defendants of any liability with respect to any claim for damages or other relief, or of any admission by Plaintiffs that they would not have prevailed on liability on any of their claims.

Any stipulation or admission by Defendants or Plaintiffs contained in any document pertaining to the Settlement is made for settlement purposes only.

b. In the event the State Court does not enter the Final Approval Order, nothing contained herein shall be construed as a waiver by Defendants of any arguments against class certification, liability, and relief in the Litigation or any other case or proceeding, or by Plaintiffs of their contention that class certification is appropriate in the Litigation or in any other case or proceeding.

c. Defendants do not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the State Court does not enter a Final Approval Order (or such order is not affirmed on appeal, if any), any certification of any Settlement Class will be vacated and deemed null and void. The Parties will be returned to their positions with respect to the Federal Action as if the Settlement Agreement had not been entered into, and the fact of certification shall not be cited to by the Parties, used on behalf of any Party for any purpose, or be admissible in any proceeding for any purpose or with respect to any issue, substantive or procedural.

## **2.2 Settlement Payments to Settlement Class Members.**

a. Settlement Class Members shall have until the Claims Deadline to submit Claim Forms. Each Settlement Class Member who submits an Approved Claim shall be entitled to a Settlement Payment. The Settlement Administrator shall send such Settlement Payments via First Class U.S. Mail to the address provided on the Approved Claim Form.

b. Within thirty (30) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are valid and initially approved and which claims are initially rejected.

The Settlement Administrator may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud.

c. Within thirty (30) days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved and initially rejected Claims.

d. Counsel for the Parties shall have fourteen (14) days after the date they receive the report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims. Counsel for the Parties shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims. The Settlement Administrator shall have sole and final authority for determining if Settlement Class Members' Claim Forms are complete, timely, and accepted as Approved Claims.

e. The Settlement Administrator shall send each Settlement Class Member with an Approved Claim a Settlement Payment by check within twenty-eight (28) days of the Effective Date. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance. The Parties also may agree, in consultation with the Settlement Administrator, to provide each Settlement Class Member with an Approved Claim the option of receiving a Settlement Payment electronically.

f. To the extent that a check issued to Settlement Class Members is not cashed within ninety (90) days after the date of issuance, the check will be void. Uncashed checks will be distributed to an appropriate recipient selected by the Parties and approved by the State Court under 735 ILCS 5/2-807(b).

g. Settlement Class Members may request replacement checks within the ninety (90) day period after initial issuance, but such checks will not extend the ninety (90) day check cashing period from the date checks were originally issued.

h. In no event shall any amount paid by Defendants revert to Defendants, with the exception of a circumstance under which the Agreement is terminated pursuant to Section 7 of the Agreement, and the Escrow Account established by the Settlement Administrator contains any portion of the Settlement Fund paid by Defendants. In that circumstance, such funds shall be returned to Defendants, after payment of any outstanding Settlement Administration Expenses.

### **3. RELEASE**

3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims.

### **4. NOTICE TO THE CLASS; RIGHTS TO OBJECT OR REQUEST EXCLUSION**

4.1 **Class List.** To the extent that Defendants reasonably can identify members of the Settlement Class using information within Defendants' possession, Defendants shall provide the information in their possession regarding the names of the individuals whose faces appeared in images that are or were included in the booking photo databases that Motorola Solutions and/or Vigilant created and made available for law enforcement customer searches to the Settlement Administrator as directed by the State Court's Preliminary Approval Order, by no later than ten (10) days after the entry of the Preliminary Approval Order.



4.2 **Methods and Form of Notice.** The Notice shall include the best notice practicable, including but not limited to:

a. *Direct Notice.* The Settlement Administrator shall send Notice by postcard notice via First Class U.S. Mail substantially in the form attached as Exhibit C, to each physical address associated with the names in the Class List, no later than the Notice Date. The Settlement Administrator shall assign a unique Claim ID number to each class member with a physical address, and print that Claim ID number on the postcard notice.

b. *Internet Notice.* The Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit D attached hereto no later than the Notice Date.

c. *Targeted Advertising.* The Settlement Administrator shall place targeted advertisements on LinkedIn, Facebook, Google, and any other appropriate platform reasonably targeted at members of the Settlement Class, which shall direct them to the Settlement Website, no later than the Notice Date.

d. *Print Publication Notice.* The Settlement Administrator will provide print publication notice by placing a one-time eighth of a page summary publication notice in appropriate newspapers circulating in Illinois no later than the Notice Date. The proposed summary publication notice is attached as Exhibit E.

4.3 **Right to Object or Comment.** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) their assigned Claim ID number or a statement and supporting documentation showing why he or she believes himself or herself to be a member of the Settlement

Class including the location and date that they are contending their photo was taken and the agency that took or uploaded the photo, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the State Court to consider, (e) 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, and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the State Court and e-mailed to Class Counsel and Defendants' Counsel no later than the Objection/Exclusion Deadline. Any person in the Settlement Class who fails to timely file an objection with the State Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this section and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Litigation or any other action or proceeding.

**1.37 Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Simmons v. Motorola Solutions, Inc.*, 2024-L-010142 (Cir. Ct. Cook Cnty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) include their assigned Claim ID number or a statement and supporting documentation showing why he or she believes himself

or herself to be a member of the Settlement Class including the location and date that they are contending their photo was taken and the agency that took or uploaded the photo, (e) be signed by the person(s) seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Simmons v. Motorola Solutions, Inc.*, 2024-L-010142 (Cir. Ct. Cook Cnty.).” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the State Case, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

## **5. SETTLEMENT ADMINISTRATION**

### **5.1 Settlement Administrator’s Duties.**

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate Notice as provided in Section 4 of this Settlement Agreement.

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its

business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request, except that Plaintiffs and Class Counsel shall not have access to the information provided by Defendants regarding Settlement Class Members other than as authorized in this Agreement. Neither Plaintiffs nor Class Counsel shall use the Claim Forms, or any information contained in the Claim Forms, for any purpose other than those specifically set forth in Paragraph 2.2 above, and shall not disclose the Claim Forms, or any information contained in the Claim Forms, to any other person or entity. Nothing in the foregoing shall be construed to create a duty or obligation that would be ethically impermissible under the Illinois Rules of Professional Conduct promulgated by the Illinois Supreme Court. The Settlement Administrator shall also provide reports and other information to the State Court as the State Court may require. The Settlement Administrator shall provide bi-weekly reports to Class Counsel and Defendants' Counsel with information concerning Notice, number of Claim Forms submitted, number of Approved Claims, requests for exclusion, and administration and implementation of the Settlement.

c. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendants' Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.

d. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website.

e. *Timing of Settlement Payments.* The Settlement Administrator shall make the Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within twenty-eight (28) days after the Effective Date.

## **6. STAY OF FEDERAL ACTION; PRELIMINARY APPROVAL AND FINAL APPROVAL**

6.1 **Stay of Federal Action.** Promptly after execution of this Settlement Agreement, the Parties shall jointly move the Federal Court to stay the Federal Action pending final approval of this Settlement Agreement by the State Court and resolution of an appeal, if any. If the Federal Court will not enter the stay, the Parties agree to seek approval of the Settlement in both the Federal Action and the State Action, and all references in this Agreement to approval in the State Court shall include approval in both the Federal Court and the State Court.

6.2 **Preliminary Approval.** Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the State Court and shall move the State Court to enter the Preliminary Approval Order, which shall include, among other provisions, a request that the State Court:

- a. Appoint Plaintiffs as Class Representatives of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Preliminarily certifying the Settlement Class under 735 ILCS 5/2-801, *et seq.*, for settlement purposes only;
- d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and

f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and Incentive Awards to the Class Representatives, and to consider whether the State Court shall issue a Final Approval Order approving this Settlement Agreement and dismissing the State Case with prejudice.

6.3 **Final Approval.** After Notice to the Settlement Class is given, Class Counsel shall move the State Court for entry of a Final Approval Order, which shall include, among other provisions, a request that the State Court:

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; make a finding that the Agreement was entered into in good faith, and direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*;

d. find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;

e. dismiss the State Case in State Court on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

f. incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded 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 based on the Released Claims;

h. authorize the Parties, without further approval from the State Court, to agree to and adopt such amendments, modifications and expansions of the Settlement and its implementing documents (including all Exhibits to this Settlement Agreement) that (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the State Court deems necessary and just.

6.4 **Dismissal of Federal Action.** In the event that the Federal Court agrees to stay the Federal Action, upon the Effective Date, the Parties shall promptly move the Federal Court to dismiss the Federal Action with prejudice.

6.5 **Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all reasonable actions and steps in order to obtain final approval of the Settlement, subject to the terms of this Settlement Agreement.

## **7. TERMINATION OF THE SETTLEMENT AGREEMENT & CONFIRMATORY DISCOVERY**

7.1 **Termination.** Subject to Section 9 below, the Class Representatives, on behalf of the Settlement Class, or Defendants, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendants' Counsel within ten (10) days of any of the following events: (i) the Federal Court's or the State Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Federal Court's or the State Court's refusal to enter the Final Approval Order in any material respect; (iii) the Final Approval Order is modified or reversed in any material respect by an appellate court; or (iv) the date upon which an Alternative Approval Order is entered, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by an appellate court.

## **8. INCENTIVE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

8.1 Defendants and/or their insurers agree to pay Class Counsel reasonable attorneys' fees and unreimbursed expenses incurred in the Litigation as the Fee Award, which shall be paid from the Settlement Fund. The amount of the Fee Award shall be determined by the State Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for attorneys' fees to thirty-four percent (34%) of the Settlement Fund, plus documented out-of-pocket costs. Defendants may challenge the amount requested.



Payment of the Fee Award shall be made from the Settlement Fund and should the State Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments.

8.2 The Fee Award shall be payable within fourteen (14) business days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer and relevant tax information.

8.3 Defendants agree that each Class Representative can seek Court approval for payment of an Incentive Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of their efforts on behalf of the Settlement Class. Should the State Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this section shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within fourteen (14) business days after the Effective Date.

## **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

9.1 The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Paragraph 1.9:

a. This Agreement has been signed by the Parties, Class Counsel, and Defendants' Counsel;

- b. The State Court has entered the Preliminary Approval Order;
- c. The State Court has finally approved the Settlement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Approval Order, or an order and judgment materially identical to the Final Approval Order, and such order and judgment has become final and unappealable; and
- d. In the event that the State Court enters an approval order and final judgment in a form other than that provided above (“Alternative Approval Order”) to which the Parties have consented, that Alternative Approval Order has become final and unappealable.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the State Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Paragraph 9.4, unless Class Counsel and Defendants’ Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the State Court’s decision as to the amount of the Fee Award to Class Counsel set forth above or the Incentive Award to the Class Representative, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 If, prior to the Final Approval Hearing, the number of members of the Settlement Class who have timely submitted requests for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto

exceeds 2,271 (which is one-half of one percent (.5%) of the highest estimated size of the Settlement Class of 454,219), Defendants shall have, in their sole and absolute discretion, the option to terminate this Agreement. Defendants may terminate the Agreement by filing a Termination Notice with the State 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 requests for exclusion have been timely filed in a number that exceeds 2,271, .5% of the upper range of the estimated size of the Settlement Class.

9.4 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Federal Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the State Court in accordance with the terms of this Agreement, including, but not limited to, class certification, shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Federal Action as if this Settlement Agreement had never been entered into. To be returned to the *status quo* with respect to the Federal Action means the Parties agree to jointly move to dismiss the State Action without prejudice, and jointly move the Federal Court to lift the stay on the proceedings in the Federal Action and to rule on the Defendants' pending motion for summary judgment.

## **10. MISCELLANEOUS PROVISIONS.**

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendants' Counsel agree to cooperate with one

another in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and 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.

10.3 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 and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

10.4 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.

10.5 Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant risks, inconveniences, expenses and contingencies. Accordingly, whether the Effective Date occurs or this Settlement is terminated,

neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement 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 appropriateness of class certification, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Litigation, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payment 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 Defendants 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 Plaintiffs or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Litigation, the truth or falsity of any fact alleged by Defendants, or the availability or lack of availability of meritorious defenses to the claims raised in the Litigation;

d. 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 Settlement Agreement, and any acts performed and/or documents executed in

furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the State Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties;

e. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, 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 represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, 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 Litigation would have exceeded or would have been less than any particular amount.

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

10.7 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.

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

10.9 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.

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

10.11 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.

10.12 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 State Court if the State Court so requests.

10.13 The State 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 State Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

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

10.15 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of good-faith, arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

10.16 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Jonathan Loevy, jon@loevy.com, LOEVY & LOEVY, 311 N. Aberdeen, 3rd Floor, Chicago, Illinois 60607; David Layden, dlayden@jenner.com, JENNER & BLOCK LLP, 353 North Clark Street, Chicago, Illinois 60654.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



**IRENE SIMMONS**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

**RODELL SANDERS**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

**LOEVY & LOEVY**

Dated: 12/18/2024

By (signature):  \_\_\_\_\_

Name (printed): Michael Kanovitz

Its (title): Attorney for Rodell Sanders, Irene Simmons

**MOTOROLA SOLUTIONS, INC.**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**VIGILANT SOLUTIONS, LLC**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**JENNER & BLOCK LLP**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**IRENE SIMMONS**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

**RODELL SANDERS**

Dated: 12/18/2024

By (signature): Rodell A. Sanders

Name (printed): Rodell A. Sanders

**LOEVY & LOEVY**

Dated: 12/18/2024

By (signature): [Signature]

Name (printed): Michael Kanovitz

Its (title): Attorney for Rodell Sanders, Irene Simmons

**MOTOROLA SOLUTIONS, INC.**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**VIGILANT SOLUTIONS, LLC**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**JENNER & BLOCK LLP**

Dated: \_\_\_\_\_

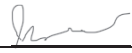
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Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**IRENE SIMMONS**

Dated: 12/19/2024

By (signature): 

Name (printed): Irene Simmons

**RODELL SANDERS**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

**LOEVY & LOEVY**

Dated: 12/18/2024

By (signature): 

Name (printed): Michael Kanovitz

Its (title): Attorney for Rodell Sanders, Irene Simmons

**MOTOROLA SOLUTIONS, INC.**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**VIGILANT SOLUTIONS, LLC**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_

**JENNER & BLOCK LLP**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_


Name (printed): \_\_\_\_\_

Its (title): \_\_\_\_\_



**IRENE SIMMONS**

Dated: 12/19/2024

By (signature): 

Name (printed): Irene Simmons

**RODELL SANDERS**

Dated: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

**LOEVY & LOEVY**

Dated: 12/18/2024


By (signature): 

Name (printed): Michael Kanovitz

Its (title): Attorney for Rodell Sanders, Irene Simmons

**MOTOROLA SOLUTIONS, INC.**

Dated: 1/13/25

By (signature): 

Name (printed): PETER E. CARLSON

Its (title): SENIOR COUNSEL

**VIGILANT SOLUTIONS, LLC**

Dated: 1/13/25

By (signature): 

Name (printed): PETER E. CARLSON

Its (title): SENIOR COUNSEL

**JENNER & BLOCK LLP**

Dated: 1/14/25

By (signature): 

Name (printed): Andrew W. Vail

Its (title): Counsel for As