

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL DISTRICT
SANGAMON COUNTY, ILLINOIS**

CLARENCE SMITH, STARLA SMITH,)	
MATT DEVINE, MELISSA JOHNSON and)	
ANNIE PORTER, on behalf of themselves and)	
all other persons similarly situated, known and)	Case No. 2023CH000053
unknown,)	
)	
)	
Plaintiffs,)	
)	
v.)	
)	
KEDPLASMA USA,)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”) is made and entered into by Plaintiffs Clarence Smith, Starla Smith, Antonio Enriquez, Matt Devine, Melissa Johnson, and Annie Porter (“Plaintiffs” or “Class Representatives” or “Settlement Class Representatives”), on behalf of themselves and the Settlement Class Members they seek to represent (“Settlement Class” or “Settlement Class Members,” as defined below) and KEDPlasma LLC¹ (“KEDPlasma” or “Defendant”). Plaintiffs and Defendant are collectively referred to as the “Parties” in the above-captioned Action (“Action” or “Lawsuit”).

I. RECITALS

On January 24, 2023, Plaintiffs Clarence Smith, Starla Smith, Antonio Enriquez, Matt Devine, and Melissa Johnson, on behalf of themselves and all others similarly situated, filed a Class Action Complaint against Defendant for alleged violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”) (the “*Smith*” Action).

¹ Plaintiffs named KEDPlasma USA as a defendant, which does not exist as a legal entity. The Parties agree that the proper entity name is KEDPlasma LLC.

On January 26, 2023, Plaintiff Annie Porter, on behalf of herself and all others similarly situated, filed a Class Action Complaint against Defendant for alleged violations of BIPA (the “*Porter* Action”). The claims related to the alleged unauthorized collection, use and disclosure of Plaintiff Porter’s and other similarly situated plasma donors’ fingerprint scans and/or data derived from those fingerprint scans through the alleged use of a donor finger scanning system.

On December 19, 2023, the parties in both the *Smith* and *Porter* Actions stipulated for voluntarily dismissal of the Plaintiffs’ claims without prejudice.²

On December 19, 2023, Plaintiffs Clarence Smith, Starla Smith, Antonio Enriquez, Matt Devine, Melissa Johnson, and Annie Porter, on behalf of themselves and all others similarly situated, refiled their consolidated claims in the Action consisting of a single Class Action Complaint in the Circuit Court of the Seventh Judicial District in Sangamon County, Illinois against Defendant for alleged violations of BIPA.

The Parties have agreed to this Settlement in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

Under the Settlement Agreement, Defendant and Releasees/Released Parties deny all allegations of wrongdoing or liability, including that it violated BIPA. Despite the belief that it is not liable and has good defenses to the claims alleged in the Action, Defendant has concluded that settlement is desirable to avoid the risk posed by Plaintiffs’ claims for statutory damages under BIPA and additional costs and expenses of continued litigation.

² The *Porter* and *Smith* Actions also named KEDPlasma’s parent company, Kedrion Biopharma, Inc. (“Kedrion”), as a defendant. The Parties expressly agree that Kedrion is a Releasee/Released Party for purposes of this Agreement.

Similarly, Plaintiffs and Settlement Class Counsel have conducted an investigation into the facts and the law at issue in the Action and have concluded that a settlement according to the terms set forth below is in the best interests of Plaintiffs and the Settlement Class, recognizing (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the case is not settled by voluntary agreement; (d) the benefits derived from the Settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (e) Plaintiffs' and Settlement Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

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

II. DEFENDANT AND RELEASEES/RELEASED PARTIES DENY LIABILITY

The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation in the Action. There has been no determination as to the merits of the claims or defenses asserted by Plaintiffs or Defendant or with respect to class certification. Defendant and Releasees/Released Parties deny liability for the claims asserted in this Action. Neither the fact of Settlement, nor this Settlement Agreement, nor any other Settlement documents, nor any other matter pertaining to the Settlement contemplated herein 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, the validity of any claim or defense asserted in the Action, the truth of any fact alleged by any Party, or the appropriateness of class certification, and/or as evidence of any admission by Defendant or Releasees/Released Parties 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. Further, neither this Settlement Agreement nor any settlement negotiation or discussion thereof is or may be deemed as an admission of or evidence that Defendant or any Releasee/Released Party collected, captured, received, possessed, otherwise obtained, or disclosed biometric identifiers or biometric information under the BIPA or any similar federal, state, or local law. Any stipulation or admission by Defendant, Releasees/Released Parties, or Plaintiffs contained in any document pertaining to the Settlement is made for settlement purposes only. In the event this Settlement is not finally approved, nothing contained herein shall be construed as a waiver by Defendant and Releasees/Released Parties of their contention that class certification is not appropriate or is contrary to law in the Action or any other case or proceeding, or by Plaintiffs of their contention that class certification is appropriate in the Action or any other case or proceeding.

III. CERTIFICATION OF THE SETTLEMENT CLASS

Settlement Class Counsel shall request that the Court certify, for settlement purposes only, the following Settlement Class, defined as:

All individuals who scanned their finger at a KEDPlasma donation facility in Illinois as part of a plasma donation process from January 25, 2018 through April 10, 2023 (the “Settlement Class” or “Settlement Class Members”).

Defendant estimates there are approximately 8,250 Settlement Class Members.³ All Settlement Class Members who do not timely and validly exclude themselves from the Settlement shall be bound by the terms of the Settlement.

Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval, or if for any other reason Final Approval of the Settlement does not occur, including, without limitation, because the Settlement Agreement is lawfully terminated, is successfully objected to, or successfully challenged on appeal, 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 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, including, but not limited to, whether any group of individuals exists to maintain a class action under Illinois law, Rule 23 of the Federal Rules of Civil Procedure, or comparable state laws or rules.

IV. SETTLEMENT TERMS

1. Final Approval; Waiver of Appeal; Effective Date

The terms “Final Approval” and “Final Approval Order” mean an order entered by the Court granting final approval of the Settlement that: (a) certifies the Settlement Class, for settlement purposes only, pursuant to 735 ILCS § 5/2-801; (b) finds that the Settlement Agreement is fair, reasonable, and adequate and was entered into in good faith and without collusion; (c) approves and directs consummation of this Settlement Agreement, and incorporates the terms of

³ Defendant will provide Settlement Class Counsel with a declaration attesting to the number of Settlement Class Members.

the Settlement Agreement; (d) dismisses the claims in the Action on behalf of all Settlement Class Members against Defendant and Releasees/Released Parties with prejudice and without costs, except as explicitly provided for in this Settlement Agreement, but retains jurisdiction for enforcement of the Settlement; (e) approves the Release provided in Section IV.3 below and orders that, as of the Effective Date, the Released Claims will be released as to Defendant and the Releasees/Released Parties; (f) permanently enjoins Plaintiffs and all Settlement Class Members who do not validly exclude themselves from the Settlement from initiating, prosecuting, pursuing and/or seeking to reopen claims against Defendant and Releasees/Released Parties that have been released by this Settlement Agreement; and (g) finds that, pursuant to 735 ILCS § 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

Plaintiffs and Defendant waive their right to appeal entry of Final Approval, except that Werman Salas P.C., Fish Potter Bolanos, P.C., and Schneider Wallace Cottrell Konecky LLP (“Settlement Class Counsel”) retain the right to appeal the award of attorneys’ fees and costs if the Court awards less than the amount requested in accordance with this Settlement Agreement. However, the Parties agree that a reduction in the amount of the Settlement Class Representatives’ Service Awards or of Settlement Class Counsel’s Award for attorneys’ fees and litigation expenses by the Court (or any appellate court) will not be grounds for termination of the Agreement.

The “Effective Date” means the first day on which the Final Approval Order is no longer appealable, or if an appeal is filed, the date on which such appeal is finally resolved without any further appeal rights in favor of Settlement and Final Approval.

2. Gross Fund; Net Fund; and Allocation to Settlement Class Members

The term “Gross Fund” means four million, four hundred and fifty thousand dollars (\$4,450,000) that Defendant will pay to settle the claims of Plaintiffs and Settlement Class Members in the Action which is approximately \$539.39 per Settlement Class Member prior to

deductions from the Gross Fund as contained in this Section. The Gross Fund represents the maximum total amount that Defendant (or any other Releasee/Released Party) shall be obligated to pay under this Settlement (including, but not limited to, all attorneys' fees and costs, service awards, and settlement administration fees), unless the number of Settlement Class Members is greater than 8,250 Settlement Class Members, in which case the Gross Fund shall increase by \$539.39 for each additional Settlement Class Member above 8,250 persons.

The term "Net Fund" is the Gross Fund minus the following deductions, which are subject to Court approval: Settlement Class Counsel's attorneys' fees and costs; the Settlement Administrator's costs; and the Settlement Class Representatives' Service Awards. The Net Fund shall be distributed equally to Settlement Class Members who do not timely and validly exclude themselves from the Settlement. Settlement Class Members are not required to submit a claim form to receive payment.

The Parties expressly agree that no payments or awards made pursuant to this Settlement Agreement will be considered "wages," "compensation," "earnings," "salary," or any similar definition or form of payment. Settlement Class Members and the Settlement Class Representatives will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any award or payment received pursuant to this Settlement. Plaintiffs, on behalf of the Settlement Class Members, acknowledge and agree that they have not relied upon any advice from the Defendant, Defendant's Counsel, or Settlement Class Counsel as to the taxability of the awards or payments received pursuant to this Settlement. The Settlement Administrator will handle all tax reporting with respect to the payments made pursuant to this Settlement and shall report the payments in accordance with applicable law.

3. Release of Claims

a. Definitions

The terms “Releasees” and “Released Parties” shall refer to Defendant KEDPlasma and each of its current and former owners, affiliates, parents (expressly including, but not limited to, Kedrion Biopharma, Inc.), subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, benefit plans, predecessors, and successors.

b. Release for Settlement Class Members

Subject to Final Approval by the Court of the Settlement, Settlement Class Members will, upon the Effective Date, release all claims, suits, actions, controversies, demands, and/or causes of action, premised upon statute, contract, common law or otherwise, whether seeking liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys’ fees, costs, interest or any other relief, against Defendant KEDPlasma and Releasees/Released Parties, including but not limited to Kedrion Biopharma, Inc., that arise out of, relate to or are connected with alleged violations of, or non-compliance with BIPA, as set forth in the operative Class Action Complaint in the Action against Defendant, and/or the alleged scanning, capture, collection, storage, possession, transmission, purchase, receipt through trade and otherwise, sale, lease, trade, profit, disclosure, re-disclosure, dissemination, protection, conversion and/or use of biometric identifiers, biometric information or other biometric data, whether pursuant to BIPA or any other federal, state or local law, including common law, regardless of whether such causes of action or claims are known or unknown, filed or unfiled, asserted or unasserted, and/or existing or contingent (“Released Claims”). All Settlement Class Members are bound by the foregoing release, other than those who timely and validly exclude themselves from the Settlement.

4. Settlement Administration

The Parties have selected Analytics Consulting, LLC as the third-party settlement administrator (“Settlement Administrator”). The Settlement Administrator shall be responsible for the establishment of an escrow account for the Gross Fund, providing notice to the Settlement

Class, verifying addresses, skip tracing as necessary, communicating with Settlement Class Members, disbursing payments to Settlement Class Members, tax reporting, and other administrative activities contemplated in connection with the Settlement. The Settlement Administrator's costs shall be paid from the Gross Fund. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

5. Timeline of Settlement Events

The Parties contemplate the following timeline for settlement events:

a. Within twenty-one (21) days after the Court grants preliminary approval of the Settlement, Defendant will provide, directly to the Settlement Administrator, a "Class List" in a Microsoft Excel format, if feasible, or other organized format, containing the Settlement Class Members' contact information, to the extent reasonably available, including last known names, home addresses, social security numbers (only if requested by the Settlement Administrator), cell phone numbers (if available), and email addresses (if available). The Class List and all information contained therein shall be kept confidential and may be used by Settlement Class Counsel and the Settlement Administrator only for purposes of facilitating Notice and other aspects of the Settlement, or as otherwise required by law.

b. The Settlement Administrator will create and establish a Settlement website prior to the distribution of notice to Settlement Class Members. The website address will be www.kedbipasettlement.com, or another website URL to be agreed upon by the Parties. The Settlement website shall be maintained by the Settlement Administrator, provide access to relevant documents including the Court-approved Notice of Class Action Settlement ("Notice") and relevant Court filings, include the contact information for Settlement Class Counsel, and describe how Settlement Class Members may obtain more information about the Settlement.

c. The Settlement Administrator will send via U.S. mail and, where available, email, Notice to Settlement Class Members within twenty-one (21) days after receiving the Class List. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties.

d. All requests for exclusion from the Settlement must be postmarked or otherwise received by the Settlement Administrator within sixty (60) days from the date of the initial distribution of the Notice to Settlement Class Members.

e. All objections to the Settlement must be postmarked or returned to the Settlement Administrator within sixty (60) days from the date of the initial distribution of the Notice to Settlement Class Members. Within three days of receiving an objection, the Settlement Administrator shall provide the objection, and any supporting materials, to counsel for the Parties.

f. Settlement Class Counsel will file a motion for Approval of Attorneys' Fees, Litigation Costs, and the Settlement Class Representatives' Service Awards within twenty-eight (28) days after the Court enters an order granting preliminary approval of the Settlement.

g. Within seven (7) days before the Final Approval Hearing or such other date as set by the Court, Settlement Class Counsel will file a motion for Final Approval of this Settlement. Settlement Class Counsel will provide drafts of the foregoing motions to Defendant's Counsel for review and comment prior to filing with the Court.

h. After the Final Approval Order is entered, the Settlement Administrator will provide Settlement Class Counsel with the names and last known addresses of Settlement Class Members from the Class List (without social security numbers or other personal identifying information) as required by Illinois Supreme Court Rule 769.

i. Within fourteen (14) days after the Effective Date, Defendant will deposit the Gross Fund into a Qualified Settlement Fund established by the Settlement Administrator. The Gross Fund will be maintained by the Settlement Administrator as a Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured interest bearing account created and controlled by the Settlement Administrator.

j. Within twenty-one (21) days after the Gross Fund is deposited into the Qualified Settlement Fund, the Settlement Administrator will mail or deliver the following payments from the Gross Fund: (1) Settlement Award Payments to Settlement Class Members (by U.S. mail); (2) the Settlement Class Representatives' Service Awards (by U.S. mail to Settlement Class Counsel); and (3) Settlement Class Counsel's award of attorneys' fees and litigation costs awarded by the Court (by wire transfer).

k. Settlement Award Payments shall be distributed to Settlement Class Members exclusively in the form of physical checks.

l. The deadline for Settlement Class Members to cash Settlement Award Payment checks will be one hundred and twenty (120) days from the date the checks are issued by the Settlement Administrator.

m. Within twenty-one (21) days after the deadline for Settlement Class Members to cash Settlement Award Payment checks, the Settlement Administrator shall distribute funds from uncashed checks in accordance with Section IV.9 of this Agreement.

6. Tax Treatment of Settlement Award Payments

Settlement Class Members' Settlement Award Payments and Settlement Class Representatives' Service Awards shall be classified as non-wage income, and the Settlement Administrator will report the payments on an IRS Form 1099 to the extent required by law. If required by IRS regulations, the Settlement Administrator shall issue to each Settlement Class Member and the Settlement Class Representative an IRS Form 1099. Other than the reporting requirements herein, Settlement Class Members and the Settlement Class Representatives shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Settlement Agreement. In all events, Defendant, Releasees/Released Parties, and their counsel shall have no responsibility or liability as to taxes, interest, penalties, or any related expenses (including, without limitation, expenses of tax attorneys and/or accountants), or any other amounts due with respect to any payments or awards made by the Settlement Administrator from the Gross Fund or received by Settlement Class Members, Settlement Class Representatives and/or Settlement Class Counsel. The Parties agreed that Defendant and Releasees/Released Parties take no position and offers no advice regarding how Settlement Class Members, the Settlement Class Representatives, or Settlement Class Counsel choose to treat any payment made pursuant to this Agreement for tax or any other purpose.

7. Settlement Class Counsel's Attorneys' Fees and Costs

a. Settlement Class Counsel may request that the Court award them up to forty percent (40%) of the Gross Fund as attorneys' fees and their litigation costs. Defendant acknowledges that, subject to Court approval, Settlement Class Counsel is entitled to reasonable attorneys' fees and unreimbursed costs consistent with the provisions of this Settlement Agreement.

b. The award of attorneys' fees and litigation costs approved by the Court shall

be paid to Settlement Class Counsel from the Gross Fund.

c. In the event that the Court does not approve the award of attorneys' fees and litigation costs requested by Settlement Class Counsel, or if the Court awards attorneys' fees and litigation costs in an amount less than that requested by Settlement Class Counsel, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the Settlement null, void, or unenforceable.

d. Settlement Class Counsel may appeal the award of attorneys' fees and litigation costs should the sum awarded by the Court fall below the amount requested by Settlement Class Counsel, provided that Settlement Class Counsel's request is consistent with this Settlement Agreement. If Settlement Class Counsel elects not to appeal or if the appeals court affirms the decision, only the reduced amounts awarded by the Court will be deemed to be Settlement Class Counsel's attorneys' fees and litigation costs for purposes of this Settlement Agreement. The difference in the amount requested by Settlement Class Counsel and the amount ultimately awarded shall remain in the Net Fund and be distributed to Settlement Class Members as Settlement Award Payments.

e. The payment of the award of attorneys' fees and litigation costs to Settlement Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney or law firm for attorneys' fees or litigation costs in the Action incurred by any attorney on behalf of the Settlement Class Representatives and the Settlement Class Members, and shall relieve Defendant, the Releasees/Released Parties, the Settlement Administrator, and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of the Settlement Class Representatives and the Settlement Class Members. In exchange for such

payment, Settlement Class Counsel will release and forever discharge any attorneys' liens.

8. Service Awards

Settlement Class Counsel will apply for "Service Awards" of up to \$5,000 each for the Settlement Class Representatives, to be paid for their time and effort spent conferring with Settlement Class Counsel, pursuing the Action in their own names, and recovering settlement proceeds on behalf of all Settlement Class Members. Defendant agrees not to oppose such application, so long as it is consistent with the provisions of this Settlement Agreement. Subject to Court approval, the Service Awards shall be paid from the Gross Fund, in addition to the Settlement Class Representatives' Settlement Award Payments. In the event that the Court does not approve the Service Awards requested by Settlement Class Representatives, or if the Court awards amounts less than requested, such decision shall not affect the validity and enforceability of the Settlement and shall not be a basis for rendering the Settlement null, void, or unenforceable, and any amount of the requested Service Awards not awarded shall be added to the Net Fund available for distribution to Settlement Class Members.

9. Uncashed Checks

Any Settlement Award Payment checks that remain uncashed after one hundred and twenty (120) days from the date they are issued by the Settlement Administrator shall be deemed void, remain in the Net Fund, and be distributed to Defendant by the Settlement Administrator.

10. Approval of Settlement; Notice; Settlement Implementation

The Settlement shall be subject to approval of the Court. As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, providing Notice to Settlement Class Members, obtaining Preliminary and Final Approval, and processing the Settlement Award Payments:

a. Preliminary Approval Hearing. The Settlement Class Representatives shall file a motion for preliminary approval of the Settlement as soon as is reasonably possible. With the motion for preliminary approval, the Settlement Class Representatives will submit this Settlement Agreement along with all attachments. Settlement Class Counsel will provide a draft of the motion for preliminary approval and proposed preliminary approval order for review and comment prior to filing with the Court consistent with the terms of this Settlement Agreement.

b. Notice to Settlement Class Members. Notice of the Settlement shall be provided to Settlement Class Members, and Settlement Class Members shall submit any objections to the Settlement, and/or requests for exclusion from the Settlement, using the following procedures:

(1) Mailed Notice to Settlement Class Members. The Settlement Administrator shall send a copy of the Notice of Class Action Settlement, attached hereto as Attachment A (“Notice”), to Settlement Class Members via First Class regular U.S. mail. The Notice will be mailed using the most current mailing address information for Settlement Class Members, which the Settlement Administrator shall obtain by running each Settlement Class Member’s name and address through the U.S. Postal Service’s database of verifiable mailing addresses, the National Change of Address (“NCOA”) database or other comparable databases. The front of the envelope containing the Notice will be marked with words identifying the contents as important and time-sensitive documents authorized by the Court. The Settlement Administrator shall also send a copy of the Notice via email to Settlement Class Members for whom Defendant provides a personal email address. For any Settlement Class Member whose Notice is returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly perform a skip trace by running a search in Experian or similar database to locate an updated address and

shall promptly re-mail the Notice to the updated address, if available. If after this second mailing, the Notice is again returned as undelivered, the notice mailing process shall end for that Settlement Class Member (except as provided in Section IV.10.b.2, below).

(2) Updated Contact Information. Settlement Class Members should contact the Settlement Administrator to update their mailing addresses. Settlement Class Counsel will forward any updated contact information they receive from Settlement Class Members to the Settlement Administrator. The Settlement Administrator will reissue the Notice to any Settlement Class Members who provide updated contact information prior to the deadline for objections and exclusions as referenced in Section IV.11.

11. Procedure for Objecting to or Requesting Exclusion from Class Action Settlement

a. Procedure for Objecting. The Notice shall provide that Settlement Class Members who wish to submit written objections to the Settlement must mail them to the Settlement Administrator on or before 60 days from the date the Notice is mailed. The 60th day after the Notice is mailed is considered the “Objection/Exclusion Deadline.” The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. To object to the Settlement Agreement or any terms of it, the person making the objection must be a member of the Settlement Class, must not have requested to be excluded from the Settlement, and must mail a timely written statement of objection to the Settlement Administrator. The notice of objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and email address of the Settlement Class member making the objection; the last four digits of his or her social security number; a statement of whether the Settlement Class Member is represented by counsel for purposes of the objection and, if so, the name, address, and telephone number of his or her

counsel; and a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing, with or without counsel. In addition, any objection must be personally signed by the Settlement Class Member. So called “mass” or “class” exclusion requests shall not be allowed. Any objection that does not meet the requirements of this paragraph shall not be considered, unless otherwise ordered by the Court. No later than three (3) days after receiving an objection, the Settlement Administrator shall furnish Settlement Class Counsel and Defendant’s Counsel a copy of the objection. Settlement Class Counsel shall file any objections with the Court along with the Motion for Final Approval of the Settlement. Subject to approval of the Court, any objecting Settlement Class Member may appear in person or by counsel at the Final Approval hearing held by the Court to show cause why the Settlement should not be approved as fair, reasonable, and adequate, or to object to any petition for attorneys’ fees, reimbursement of reasonable litigation costs, or service awards. If any objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection and must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

b. Procedure for Requesting Exclusion. The Notice shall provide that Settlement Class Members who wish to exclude themselves from the Settlement Class must submit a written statement requesting exclusion from the Settlement Class by mail to the Settlement Administrator on or before 60 days from the date the Notice is mailed. Such written request for exclusion must contain the Class Member’s full name, address, telephone number, and the last four digits of his or her social security number, a statement that the Settlement Class Member wishes to be excluded from the Settlement. The request must be signed by the Settlement Class

Member. 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 and delivered to the Settlement Administrator within the time specified, shall be invalid and the person serving such a request shall be deemed to remain in the Settlement Class and shall be bound by this Settlement Agreement, if approved by the Court. So called “mass” or “class” exclusion requests shall not be allowed. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. If a Settlement Class Member submits a timely but deficient request for exclusion, the Settlement Administrator shall notify the Settlement Class Member of the deficiency within three (3) business days of receipt. The Settlement Class Member shall have ten (10) calendar days from the date such notification is issued to cure the deficiencies, at which point his or her attempted exclusion will be rejected if a proper exclusion is not received within such time. No later than three (3) days after receiving a request for exclusion, the Settlement Administrator shall furnish to Settlement Class Counsel and Defendant’s Counsel a copy of that request for exclusion. Settlement Class Counsel shall file any requests for exclusion with the motion for Final Approval of the Settlement.

If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not validly excluded themselves by the Exclusion Deadline will be bound by the Settlement Agreement, and the relief provided by the Settlement Agreement will be their sole and exclusive remedy for the Released Claims.

Any Settlement Class Member who elects to be excluded from the Settlement shall not: (i) be bound by the Settlement, (ii) be entitled to relief under this Settlement Agreement, (iii) gain any rights by virtue of this Settlement Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement. Class Counsel agrees not to solicit any individuals that exclude themselves

from the Settlement.

Defendant may terminate this Agreement in the event that 5% or more of the Settlement Class Members submit timely and valid requests for exclusion from the settlement (*i.e.*, opt-out).

12. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall either Party or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class, or appeal from the Court's Final Approval (if applicable) or entry of a final judgment.

13. Final Settlement Approval Hearing

In its Preliminary Approval Order or a related order, the Court shall schedule a Final Approval hearing to determine whether to grant Final Approval of the Settlement Agreement along with the amounts payable for: (i) an award to Settlement Class Counsel for attorneys' fees and litigation costs; (ii) the Settlement Administrator's expenses; and (iii) the Settlement Class Representatives' Service Awards. Plaintiffs shall present a Final Approval Order to the Court for its approval. The proposed Final Approval Order presented to the Court shall provide that the Action will be dismissed with prejudice after the Defendants have fully funded the Qualified Settlement Fund with the Gross Fund. Settlement Class Counsel will provide drafts of the Final Approval Order to Defendant's Counsel for review and comment consistent with the terms of this Settlement Agreement.

14. Venue of Approval

Plaintiffs will seek approval of the Settlement in the Circuit Court of Sangamon County, Illinois.

15. Defendant's Legal Fees

All of Defendant's own legal fees, costs and expenses incurred in the Action shall be borne by Defendant.

16. Certification of Distribution of Settlement Checks

The Settlement Administrator shall provide counsel for the Parties with a complete accounting of the funds disbursed from the Qualified Settlement Fund.

17. Attachment and Headings

The terms of this Settlement Agreement include the terms set forth in Attachment A, which is incorporated by reference as though fully set forth herein. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

18. Amendment or Modification

This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. Notwithstanding the foregoing, the Parties agree that any dates contained in this Settlement Agreement may be modified by agreement of the Parties without Court approval if the Parties agree and cause exists for such modification. However, the Parties cannot modify deadlines set by the Court without Court approval.

19. Termination of the Settlement

Each Party shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so to Settlement Class Counsel or counsel for the opposing Party within ten (10) days of any of the following events: (a) the Court's refusal to grant preliminary approval of this Settlement in any material respect even after the renegotiation process described below; (b) the Court's refusal to grant Final Approval in any material respect even after the renegotiation

process described below; (c) the date upon which the final judgment is modified or reversed in any material respect by an appellate court; or (d) the date upon which an Alternative Judgment, as defined below, is modified or reversed in any material respect by an appellate court. If the Settlement Agreement is terminated by either Party, or by mutual agreement, the Parties agree to split the costs of the Settlement Administrator incurred prior, and up to, the date of termination.

20. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

The Effective Date shall not occur unless and until each and every one of the following events occurs: (a) this Settlement Agreement has been signed by the Parties; (b) the Court has entered an order granting preliminary approval of the Settlement; (c) the Court has entered an order granting Final Approval of the Settlement, and has entered a final judgment substantially consistent with this Settlement Agreement that has become final and unappealable; and (d) in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) to which the Parties have consented, that Alternative Judgment has become final and unappealable.

If some or all of the conditions specified in this Section are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement is terminated or fails to become effective in accordance with its terms then, subject to the provisions in Section 21, this Settlement Agreement shall be cancelled and terminated, unless Settlement Class Counsel and Defendant’s 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 Settlement, may terminate this Settlement Agreement on notice to all other Parties after providing the breaching Party fourteen (14) days to cure such breach. Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of

the award of attorneys' fees and costs to Settlement Class Counsel or the Service Award to the Settlement 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 Settlement.

If this Settlement Agreement is terminated or fails to become effective for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Term Sheet and this Settlement Agreement. In such event, any final judgment or other order entered by the Court in accordance with the terms of this Settlement 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 Action as if this Settlement Agreement had never been entered into.

21. Good Faith Negotiation if the Court Does Not Grant Approval

If the Court declines to grant Preliminary or Final Approval of this Settlement Agreement, the Parties agree to work together in good faith to address and resolve any concerns raised by the Court in denying approval and resubmit the renegotiated settlement agreement to the Court for approval. If the Parties are unable to jointly agree on solutions to address any concerns raised by the Court in denying approval, the Parties shall request the assistance of a mutually agreed upon mediator. Any amendments made to the Settlement Agreement by the Parties in an attempt to resolve the Court's concerns will be made in writing, shall be signed by counsel for all Parties, and shall be subject to Court approval. If the Parties are unable to obtain preliminary or final approval (if applicable) of a settlement agreement after submitting at least two renegotiated settlements to the Court, the Settlement Agreement will be voidable by either Party. If either Party elects to void the Settlement Agreement, the Settlement Agreement will be null and void, and the Parties will

have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

22. Guaranty of Payment

In the event any of the following events (hereafter, a “Substitution Event(s)”) occur,

- a. KEDPlasma fails to timely make any payment due under this Agreement;
- b. KEDPlasma files for bankruptcy or other insolvency proceedings before its obligation to deposit the Gross Fund arises, as provided under Section 5(i) of this Agreement; or
- c. KEDPlasma is dissolved or liquidated before its obligation to deposit the Gross Fund arises, as provided under Section 5(i) of this Agreement,

Kedrion BioPharma, Inc. (“Kedrion”) guarantees the full and timely payment of all amounts due and payable by KEDPlasma on the same schedule as KEDPlasma. Once Plaintiffs learn of a Substitution Event, Plaintiffs shall within fourteen (14) days notify Kedrion through its Counsel in writing and such notice shall reasonably describe the Substitution Event (the “Notice of Substitution”). Kedrion’s obligations to guaranty or satisfy KEDPlasma’s obligations under this Agreement only arise after each and every of the following events have occurred (hereafter referred to as “Conditions Precedent for Substitution”): (i) a Substitution Event; and (ii) Kedrion’s receipt of the Notice of Substitution from Plaintiffs. After the Conditions Precedent for Substitution have all occurred, Kedrion shall, within fourteen (14) days of such notice, pay the full amount of KEDPlasma’s outstanding obligations under this Agreement. The Parties expressly agree that Kedrion will have no obligation to guaranty or satisfy KEDPlasma’s obligations under this Agreement absent (i) a Substitution Event; and (ii) Kedrion’s receipt of the Notice of Substitution from Plaintiffs. The Parties expressly agree that if a Substitution Event occurs, Kedrion shall be

entitled to assert any defense, counterclaim, or setoff that would otherwise be available to KEDPlasma in the absence of a Substitution Event. Following the Conditions Precedent for Substitution, this guaranty is absolute and unconditional, and Kedrion shall not raise any defense, counterclaim, or setoff available to Kedrion under the Agreement.

23. Entire Agreement

Upon execution, this Settlement Agreement and Attachment A constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or Attachment A, other than the representations, warranties and covenants contained and memorialized in such documents.

24. Authorization to Enter into Settlement Agreement

Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

25. Binding on Successors and Assigns

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26. Illinois Law Governs; Change in Law Will Not Invalidate Settlement

All terms of this Settlement Agreement and the Attachment(s) hereto shall be governed by and interpreted according to the laws of the State of Illinois. An intervening change in law or court decision shall not invalidate this Settlement Agreement.

27. Counterparts

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. Electronic signatures compliant with the ESIGN Act and/or the Illinois Uniform Electronic TransAction Act, 815 ILCS 333/1 *et seq.*, and signatures transmitted by fax or .pdf, shall have the same effect as an original ink signature.

28. This Settlement is Fair, Adequate and Reasonable

The Parties warrant and represent they have conducted a thorough investigation of the facts and allegations in the Action. The Parties further represent and warrant that they believe this Settlement Agreement represents a fair, adequate and reasonable Settlement of the Action and that they have arrived at this Settlement Agreement through extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

29. Jurisdiction of the Court

The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

However, in the event that the Court denies approval and the Parties are unable to jointly agree on solutions to address any concerns raised by the Court in denying approval, the Parties expressly agree that nothing contained herein or any submission to the Court regarding settlement of the instant action shall be construed as a waiver by Defendant KEDPlasma or the Releasees/Released Parties of their ability to compel arbitration. The Parties expressly agree

KEDPlasma and the Releasees/Released Parties reserve, and do not waive, the ability remove to the Action or any other case or proceeding, including but not limited, to individual actions by Settlement Class Members who exclude themselves from this Settlement Agreement, to federal court or to move to compel arbitration in the event that Settlement is not approved by the Court or does not become final.

30. Cooperation and Drafting

Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not be construed against any of the Parties.

31. Invalidity of Any Provision

Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties and their Counsel mutually elect by written stipulation to be filed with the Court within twenty-one (21) days of the Court finding such provisions invalid, illegal, or unenforceable, to modify the Settlement Agreement and proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Settlement Agreement.

32. Notice

Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Settlement Class Counsel:

Douglas M. Werman
Maureen A. Salas
Werman Salas P.C.
77 West Washington Street
Suite 1402
Chicago, IL 60602
(312) 419-1008
dwerman@flsalaw.com
msalas@flsalaw.com

David J. Fish
Mara Baltabols
Fish Potter Bolanos, P.C.
200 E. 5th Ave.
Suite 115
Naperville, IL 60563
(312) 861-1800
dfish@fishlawfirm.com
mara@fishlawfirm.com

Joshua G. Konecky
Nathan B. Piller
Philippe M.J. Gaudard
Schneider Wallace Cottrell Konecky LLP
2000 Powell St.
Suite 1400
Emeryville, CA 94608
(415) 421-7100
jkonecky@schneiderwallace.com
npiller@schneiderwallace.com
pgaudard@schneiderwallace.com

If to Defendant's Counsel:

Thomas E. Ahlering
Andrew R. Cockcroft
King & Spalding LLP
110 N. Wacker Drive
Suite 3800
Chicago, Illinois 60606
312-764-6940
tahlering@kslaw.com
acockcroft@kslaw.com

33. Circular 230 Disclaimer

Each Party to this Settlement Agreement acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Settlement Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230

(31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his/her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (B) has not entered into this Settlement Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

34. Miscellaneous Provisions

a. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement.

b. The Releasees/Released Parties (including but not limited to Kedrion Biopharma, Inc.) are intended third-party beneficiaries of this Agreement and shall have the right and power to enforce the release of the Released Claims in their favor.

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

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

e. The Parties have relied upon the advice and representation of counsel concerning the Action and this Settlement. The Parties have read and understand fully this Settlement Agreement, including its Attachment, and have been fully advised as to the legal effect

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

f. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Releasees to any other person or party.

g. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Attachment, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not constitute, be construed, offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or be used to establish a waiver of any defense of right, or to establish or contest jurisdiction or venue.

h. The Parties agree on mutually acceptable language for Plaintiffs, Class Counsel, and Defendant to respond to any and all media inquiries regarding the Settlement Agreement once the Settlement is made public by the filing of a motion for preliminary approval of the Settlement Agreement. In such instances, they shall limit their response to the following: “The Parties agreed to settle the litigation, without any admission or determination of liability, to avoid further costs and expenses and have no further comment.”

i. The Settlement Agreement shall remain and be treated by the Parties and their counsel as confidential until a motion for preliminary settlement approval is filed.

j. The Parties also agree that this Settlement Agreement and all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered into in furtherance of this Settlement Agreement, and any acts in the performance of this

Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes only.

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

l. This Agreement shall be deemed fully executed as of the date that the last party signatory signs the Agreement.

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

DATED: _____

Plaintiff Clarence Smith

DATED: _____

Plaintiff Starla Smith

Plaintiff Matt Devine

DATED: _____

DATED: _____

Plaintiff Melissa Johnson

DATED: 02 / 28 / 2024

Plaintiff Annie Porter



DATED: 02/27/2024 16:28 UTC

Plaintiff Clarence Smith

Clarence Smith Jr.

02/27/2024 16:25 UTC

DATED: _____

Plaintiff Starla Smith

Starla Smith

Plaintiff Matt Devine

DATED: _____

DATED: _____

Plaintiff Melissa Johnson

DATED: _____

Plaintiff Annie Porter

Antonio Enriquez

02/27/2024 22:51 UTC

Antonio Enriquez

DATED: _____

Plaintiff Clarence Smith

DATED: _____

Plaintiff Starla Smith

Plaintiff Matt Devine

DATED: _____

DATED: 02/29/2024 06:49 UTC

Plaintiff Melissa Johnson

Melissa Johnson

DATED: _____

Plaintiff Annie Porter

DATED: _____

Plaintiff Clarence Smith

DATED: _____

Plaintiff Starla Smith

Plaintiff Matt Devine

Matt Devine

02/27/2024 23:46 UTC

DATED: _____

DATED: _____

Plaintiff Melissa Johnson

DATED: _____

Plaintiff Annie Porter

DATED: _____ Defendant KEDPlasma LLC

By: _____

Its: _____

Attachment A

NOTICE OF CLASS ACTION SETTLEMENT

Smith et. al. v. KEDPlasma LLC

Case No. 2023CH000053

1. Introduction

An Illinois court in Sangamon County has preliminarily approved a class action Settlement in the lawsuit *Smith, et. al. v. KEDPlasma LLC*, Case No. 2023CH000053 (Cir. Ct. Sangamon County, Illinois) (the “Lawsuit”). The Court has approved this Notice to inform you of your rights in the Settlement. As described in more detail below, you may:

- (1) do nothing, receive a Settlement Payment, and give up certain legal claims;
- (2) exclude yourself from the Settlement, not receive a Settlement Payment, and not give up any legal claims; or
- (3) object to the Settlement.

Before any money is paid, the Court will decide whether to grant Final Approval of the Settlement.

2. What Is this Lawsuit About?

The Lawsuit alleges that KEDPlasma LLC (“Defendant”) violated the Illinois Biometric Information Privacy Act (“BIPA”) by utilizing a system which scanned plasma donors’ finger(s) as part of a plasma donation process without complying with BIPA’s requirements. The Lawsuit alleges that Defendant violated BIPA by collecting alleged biometric data from plasma donors in Illinois without first providing written notice, obtaining written consent, or creating and following a written policy establishing a retention schedule and destruction guidelines for possession of this data.

Defendant denies the allegations in the Lawsuit and denies that it violated BIPA or any other any law and maintains that it complied with the law.

A Settlement was agreed to by the parties to avoid the costs and expense of further litigation and the risks associated therewith. The Court has not decided the merits of the claims against Defendant or Defendant’s defenses to those claims.

You can learn more about the lawsuit by contacting the Settlement Administrator, XX at 1-xxx-xxx-xxxx, or Settlement Class Counsel, identified in Section 7 of this Notice. You may also review the Settlement Agreement and related case documents at the settlement website: www.kedbipasettlement.com.

3. Who Is Included in the Settlement?

The Settlement includes all individuals who scanned their finger at a KEDPlasma donation facility in Illinois as part of a plasma donation process from January 25, 2018 through April 10, 2023 (“the Settlement Class” or “Settlement Class Members”). Defendant estimates that there are approximately 8,250 Settlement Class Members.

4. What does the Settlement Provide?

To resolve this matter without the expense, delay, and uncertainties of further litigation, the Parties have reached an agreement to settle the Lawsuit.

As part of the Settlement, Defendant has agreed to pay \$4,450,000 (the “Gross Fund”) to settle the Lawsuit and resolve the claims of Settlement Class Members. Subject to Court approval, the following will be deducted from the Gross Fund: (1) an award of up to forty percent (40%) of the Gross Fund for Settlement Class Counsel’s attorneys’ fees (estimated to be \$1,780,000) and litigation costs; (2) Service Awards of \$5,000 each to Settlement Class Representatives Clarence Smith, Starla Smith, Antonio Enriquez, Matt Devine, Melissa Johnson, and Annie Porter; and (3) the Settlement Administrator’s costs (estimated to be XXX). Following these deductions, the Settlement Administrator will use the remaining funds (the “Net Fund”) to make payments to Settlement Class Members who do not exclude themselves from the Settlement. The Parties estimate that Class Members who do not exclude themselves from the Settlement will receive a payment of approximately \$XXX.XX.

Unless you exclude yourself from the Settlement as explained below, you will give up any and all BIPA and other Released Claims against Defendant and other Releasees/Released Parties (as defined in the Settlement Agreement), including Defendant’s parent company, Kedrion Biopharma, Inc., whether pursuant to BIPA or any other related federal, state, and local law, including under the common law, as well as related claims for liquidated or actual damages, penalties, specific performance, injunctive relief, attorneys’ fees and costs, expenses, and interest. The full release of claims is set forth in the Settlement Agreement, which is available at the Settlement website: www.kedbipasettlement.com or by requesting a copy from the Settlement Administrator.

5. What Are Your Options?

(1) **Do nothing and receive a Settlement payment.** If you want to receive a Settlement payment, you do not need to do anything. If you do nothing and the Court grants Final Approval of the Settlement, you will be mailed your Settlement payment and be bound by the Settlement Agreement, including the Released Claims. If required by law, you may also be sent a 1099 tax reporting form.

(2) **Exclude yourself from the Settlement and receive no money.** If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement by **Insert date 60 days from Notice distribution**. If you do this, you will NOT get a Settlement payment. To exclude yourself, you must mail your written request for exclusion to the Settlement Administrator (contact information below) by **[EXCLUSION DEADLINE]**. Your written request for exclusion must include your full name, address, telephone number, the last four digits of your Social Security Number, and a statement that you wish to be excluded from the Settlement. It must also be signed by you. If you exclude yourself, you will not receive money from this Settlement, but you will keep your legal rights regarding any claims that you may have against Defendant and other Releasees/Released Parties.

(3) **Object to the Settlement.** You may object to the Settlement by **Insert date 60 days from Notice distribution**. If you want to object to the Settlement, you must mail a written objection to the Settlement Administrator (contact information below), which includes the case name and

number; the basis for and an explanation of the objection; your name, address, telephone number and e-mail address; the last four digits of your Social Security Number; a statement of whether you are represented by counsel for purposes of the objection; and a statement whether you intend to appear at the Final Approval Hearing with or without counsel. Any objection must also be personally signed by you. If you exclude yourself from the settlement, you cannot file an objection.

6. How Do I Update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your Settlement payment will be sent to the correct address. To update your address, contact the Settlement Administrator, listed in paragraph 8 below.

7. Who Are the Attorneys Representing the Class and How Will They Be Paid?

The Court has appointed Settlement Class Counsel, identified below, to represent Settlement Class Members in this Settlement. Settlement Class Counsel will request up to forty percent of the total Settlement amount as attorneys' fees plus reimbursement of their costs. You will not have to pay Settlement Class Counsel from your Settlement award or otherwise. You also have the right to hire your own attorney at your own expense.

Douglas M. Werman
Maureen A. Salas
Werman Salas P.C.
77 West Washington Street
Suite 1402
Chicago, IL 60602
(312) 419-1008
dwerman@flsalaw.com
msalas@flsalaw.com

David J. Fish
Mara Baltabols
Fish Potter Bolanos, P.C.
200 E. 5th Ave.
Suite 115
Naperville, IL 60563
(312) 861-1800
dfish@fishlawfirm.com
mara@fishlawfirm.com

Joshua G. Konecky
Nathan B. Piller
Philippe M.J. Gaudard
Schneider Wallace Cottrell Konecky LLP
2000 Powell St.
Suite 1400
Emeryville, CA 94608
(415) 421-7100
jkonecky@schneiderwallace.com

npiller@schneiderwallace.com
pgaudard@schneiderwallace.com

8. When is the Final Approval Hearing?

The Court will hold a hearing in this case on **Insert date and time from preliminary approval order**, to consider, among other things, (1) whether to grant Final Approval of the Settlement; (2) a request by the lawyers representing Settlement Class Members for an award of up to forty-percent of the Settlement as attorneys’ fees plus litigation costs; and (3) a request for Service Awards of \$5,000 each to Clarence Smith, Starla Smith, Antonio Enriquez, Matt Devine, Melissa Johnson, and Annie Porter, and (4) a request for up to \$**XX,XXX** to the Settlement Administrator. You may appear at the hearing, but you are not required to do so.

If you have any questions or for more information, contact the Settlement Administrator or Settlement Class Counsel at:

<u>Settlement Administrator</u>	<u>Settlement Class Counsel</u>
<p>[XXXX] Address Line 1 Address Line 2 Telephone Number Email address</p>	<p>Douglas M. Werman Maureen A. Salas Werman Salas P.C. 77 West Washington Street Suite 1402 Chicago, IL 60602 (312) 419-1008 dwerman@flsalaw.com msalas@flsalaw.com</p> <p>David J. Fish Mara Baltabols Fish Potter Bolanos, P.C. 200 E. 5th Ave. Suite 115 Naperville, IL 60563 (312) 861-1800 dfish@fishlawfirm.com mara@fishlawfirm.com</p> <p>Joshua G. Konecky Nathan B. Piller Philippe M.J. Gaudard Schneider Wallace Cottrell Konecky LLP 2000 Powell St. Suite 1400 Emeryville, CA 94608 (415) 421-7100</p>

	jkonecky@schneiderwallace.com npiller@schneiderwallace.com pgaudard@schneiderwallace.com
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PLEASE DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT'S COUNSEL FOR ADDITIONAL INFORMATION ABOUT THIS SETTLEMENT.

Title	Porter, Annie v. KEDPlasma USA - Settlement Agreement 230227
File name	Smith v KedPlasma...reement FINAL.pdf
Document ID	70ad42209ea16a3ffe7ca24a902bc0f5539fa949
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

02 / 27 / 2024
15:45:13 UTC-8

Sent for signature to Annie Porter (annieporter57@gmail.com) from mail@schneiderwallace.com
IP: 135.180.162.13



VIEWED

02 / 27 / 2024
16:09:34 UTC-8

Viewed by Annie Porter (annieporter57@gmail.com)
IP: 98.215.245.236



SIGNED

02 / 28 / 2024
16:29:04 UTC-8

Signed by Annie Porter (annieporter57@gmail.com)
IP: 98.215.245.236



COMPLETED

02 / 28 / 2024
16:29:04 UTC-8

The document has been completed.

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Document Title : KEDPlasma (DF)
Document Region : Northern Virginia
Sender Name : P.C. Fish Potter Bolanos
Sender Email : admin@fishlawfirm.com
Total Document Pages : 40
Secondary Security : Not Required
Participants

- 1. Antonio Enriquez (antonio@kecdesign.com)

Document History

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02/27/2024 16:48PM CST	Document sent by P.C. Fish Potter Bolanos (admin@fishlawfirm.com).
02/27/2024 16:48PM CST	Email sent to P.C. Fish Potter Bolanos (admin@fishlawfirm.com).
02/27/2024 16:48PM CST	Text to sign or approve document sent to Antonio Enriquez at +1217- 305-2860.
02/27/2024 16:50PM CST	Document viewed by Antonio Enriquez (antonio@kecdesign.com). 172.58.166.227 Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/121.0.0.0 Mobile Safari/537.36
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02/27/2024 16:51PM CST	Antonio Enriquez (antonio@kecdesign.com) has agreed to terms of service and to do business electronically with P.C. Fish Potter Bolanos (admin@fishlawfirm.com). 172.58.166.227 Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/121.0.0.0 Mobile Safari/537.36
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Document Title : KED Plasma Settlement (DF)
Document Region : Northern Virginia
Sender Name : P.C. Fish Potter Bolanos
Sender Email : admin@fishlawfirm.com
Total Document Pages : 38
Secondary Security : Not Required
Participants

- 1. Melissa Johnson (johnsonmelissa332@gmail.com)

Document History

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02/27/2024 09:17AM CST	Sender downloaded document.
02/27/2024 09:19AM CST	Document sent by P.C. Fish Potter Bolanos (admin@fishlawfirm.com).
02/27/2024 09:19AM CST	Email sent to P.C. Fish Potter Bolanos (admin@fishlawfirm.com).
02/27/2024 09:19AM CST	Text to sign or approve document sent to Melissa Johnson at +1(217) 801-8942.
02/27/2024 10:43AM CST	Text to sign or approve document sent to Melissa Johnson at +1(217) 801-8942.
02/27/2024 15:07PM CST	Sender requested participant signing link for johnsonmelissa332@gmail.com.
02/27/2024 15:07PM CST	Email sent to Melissa Johnson (johnsonmelissa332@gmail.com).
02/27/2024 15:07PM CST	P.C. Fish Potter Bolanos sent a reminder text to Melissa Johnson at +1(217) 801-8942.
02/28/2024 08:29AM CST	Sender requested participant signing link for johnsonmelissa332@gmail.com.
02/28/2024 08:30AM CST	Email sent to Melissa Johnson (johnsonmelissa332@gmail.com).
02/28/2024 08:30AM CST	P.C. Fish Potter Bolanos sent a reminder text to Melissa Johnson at +1(217) 801-8942.
02/28/2024 10:43AM CST	Text to sign or approve document sent to Melissa Johnson at +1(217) 801-8942.
02/29/2024 00:43AM CST	Document viewed by Melissa Johnson (johnsonmelissa332@gmail.com). 73.45.32.185 Mozilla/5.0 (Linux; Android 13; SAMSUNG SM-A037U) AppleWebKit/537.36 (KHTML, like Gecko) SamsungBrowser/23.0 Chrome/115.0.0.0 Mobile Safari/537.36
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02/29/2024 00:49AM CST	Melissa Johnson (johnsonmelissa332@gmail.com) has agreed to terms of service and to do business electronically with P.C. Fish Potter Bolanos (admin@fishlawfirm.com). 73.45.32.185 Mozilla/5.0 (Linux; Android 13; SAMSUNG SM-A037U) AppleWebKit/537.36 (KHTML, like Gecko) SamsungBrowser/23.0 Chrome/115.0.0.0 Mobile Safari/537.36
02/29/2024 00:49AM CST	Signed by Melissa Johnson (johnsonmelissa332@gmail.com). 73.45.32.185 Mozilla/5.0 (Linux; Android 13; SAMSUNG SM-A037U) AppleWebKit/537.36 (KHTML, like Gecko) SamsungBrowser/23.0 Chrome/115.0.0.0 Mobile Safari/537.36
02/29/2024 00:49AM CST	Document copy sent to Melissa Johnson (johnsonmelissa332@gmail.com).
02/29/2024 00:49AM CST	Document copy sent to P.C. Fish Potter Bolanos (admin@fishlawfirm.com).

Document Reference : 17481a03-bca6-4431-a03d-6f954574a816
Document Title : KEDPlasma (DF)
Document Region : Northern Virginia
Sender Name : P.C. Fish Potter Bolanos
Sender Email : admin@fishlawfirm.com
Total Document Pages : 38
Secondary Security : Not Required
Participants

- 1. Matt Devine (matthewdevinel3@gmail.com)

Document History

Timestamp	Description
02/27/2024 09:19AM CST	Sender downloaded document.
02/27/2024 09:20AM CST	Document sent by P.C. Fish Potter Bolanos (admin@fishlawfirm.com).
02/27/2024 09:21AM CST	Email sent to P.C. Fish Potter Bolanos (admin@fishlawfirm.com).
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02/27/2024 17:46PM CST	Matt Devine (matthewdevinel3@gmail.com) has agreed to terms of service and to do business electronically with P.C. Fish Potter Bolanos (admin@fishlawfirm.com).

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