

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS**

STACY ROSENBACH, as mother and next	)	
friend of ALEXANDER ROSENBACH, a	)	
minor, individually and on behalf of all others	)	
similarly situated,	)	
	)	
Plaintiff,	)	No. 16 CH 13
	)	
v.	)	Judge Stacey L. Seneczko
	)	
SIX FLAGS ENTERTAINMENT	)	
CORPORATION and GREAT AMERICA LLC,	)	
	)	
Defendants.	)	

**STIPULATION OF CLASS ACTION SETTLEMENT**

This Stipulation of Class Action Settlement is entered into by and among named Plaintiff Alexander Rosenbach (“Plaintiff”), for himself individually and on behalf of the Settlement Class, and Defendants Six Flags Entertainment Corporation (“SFEC”) and Great America LLC (“Great America” and collectively with SFEC, “Defendants”) (Plaintiff and Defendants are referred to collectively as the “Parties”). The Parties intend this Settlement Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and subject to the approval of the Court.

**RECITALS**

A. On January 7, 2016, Plaintiff, through his mother and next friend, Stacy Rosenbach, filed a putative class action against SFEC styled *Stacy Rosenbach, as mother and next friend of Alexander Rosenbach, a minor, individually and on behalf of all others similarly situated v. Six Flags Entertainment Corp.*, Case No. 16 CH 13 (Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois) (the “Action”), seeking damages and an injunction under the Illinois

Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”). The claims related to the alleged unauthorized collection, storage, and use of biometric identifiers and biometric information of Plaintiff and other members of a putative class through the use of finger-scan entry gates at the Six Flags Great America theme park in Gurnee, Illinois (the “Park”). The action was assigned to the Honorable Luis A. Berrones.

B. On March 11, 2016, SFEC filed a motion to dismiss, in which it argued, among other things, that Plaintiff’s claims should be dismissed because she did not allege that she or her son were injured in any way by SFEC’s alleged violations of BIPA, and therefore were not “aggrieved,” and not eligible to pursue a private right of action under Section 20 of BIPA, 740 ILCS 14/20.

C. On April 22, 2016, Plaintiff filed an Amended Class Action Complaint, which, among other things, added Great America as a defendant.

D. On June 17, 2016, after hearing oral argument, Judge Berrones denied Defendants’ motion to dismiss Plaintiff’s BIPA claims, but granted Defendants’ motion to dismiss Plaintiff’s unjust enrichment claim. Defendants thereafter sought to pursue an interlocutory appeal under Illinois Supreme Court Rule 308. Judge Berrones initially denied that request, but on April 7, 2017, granted Defendants’ motion for reconsideration, and certified two questions for interlocutory appeal, both relating to the meaning and application of the word “aggrieved” in Section 20 of BIPA.

E. On June 7, 2017, the Illinois Appellate Court, Second District, granted Defendants’ application to appeal the certified questions.

F. On December 21, 2017, following briefing and argument, the Illinois Appellate Court, Second District issued an opinion in which it held that a “person aggrieved” by a violation

of BIPA “must allege some actual harm.” *Rosenbach v. Six Flags Entertainment Corp.*, 2017 IL App (2d) 170317, ¶ 1.

G. On March 1, 2018, Plaintiff filed a timely Petition for Leave to Appeal to the Illinois Supreme Court, which petition the Court allowed on May 30, 2018.

H. On January 25, 2019, following briefing and argument, the Illinois Supreme Court issued an opinion reversing the Illinois Appellate Court’s decision and remanding the action for further proceedings. In its opinion, among other things, the Supreme Court held that “an individual need not allege some actual injury or adverse effect, beyond violation of his or her rights under [BIPA], in order to qualify as an ‘aggrieved’ person and be entitled to seek liquidated damages and injunctive relief pursuant to” BIPA. *Rosenbach v. Six Flags Entertainment Corp.*, 2019 IL 123186, ¶ 40.

I. Following issuance of the mandate, on May 3, 2019, Judge Berrones entered an order setting a fact discovery cutoff.

J. Jenner & Block LLP thereafter substituted in as counsel for the Defendants.

K. The Parties engaged in extensive written discovery. Among other things, Defendants produced documents and answered interrogatories, the parties engaged in extensive discovery negotiations to address discovery disputes, and Plaintiff propounded third-party discovery regarding the finger-scan entry gate technology at the Park.

L. During this time, the Parties began to explore settlement and agreed that a formal mediation would be productive. The Parties exchanged additional, informal discovery in advance of the mediation about the estimated size of the putative class and the claims to be resolved.

M. On April 28, 2020, the Parties engaged in a formal mediation with an experienced class action mediator, Hon. James R. Epstein (Ret.) of JAMS in Chicago. This mediation did not

produce a settlement, but the Parties agreed to engage in additional negotiations. The Parties continued to work with and through Judge Epstein, including through additional mediation sessions, and ultimately reached an agreement in principle. Due to Covid-19, the mediation sessions were conducted through video conferencing and telephone conferencing.

N. Plaintiff and Class Counsel have conducted a detailed examination of the law and facts relating to the allegations in the Action and Defendants' defenses. Plaintiff contends that Defendants collected biometric identifiers and/or biometric information from more than one million members and season pass holders at the Park—including approximately 470,000 guests between October 1, 2013, and April 30, 2016, and approximately 640,000 guests between May 1, 2016, and December 31, 2018, when the use of finger-scan entry gates at the Park was discontinued—without providing the disclosures required by BIPA and without obtaining the informed, written consent required by BIPA. Plaintiff believes that the claims asserted in the Action have merit, that he would ultimately succeed in obtaining adversarial certification of the Settlement Class, and that he would prevail on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendants have raised factual and legal defenses in the Action that present a significant risk that Plaintiff would not prevail or that a class would not be certified for trial. Class Counsel have also 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. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that should be provided to the Settlement Class without delay.

O. Plaintiff 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 Plaintiff and the Settlement Class. Therefore, Plaintiff believes 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.

P. Defendants deny the material allegations in the Action, 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 and that a class would not be certified for trial or successful on the merits. Defendants have experienced no data breach and no third party has accessed any finger scanning data, so there has been no actual harm to any member of the putative Settlement Class. Moreover, Defendants changed finger-scanning practices in May 2016, such that every person who thereafter scanned his or her finger at the Park did so only after being provided written disclosures at the gate, and after expressly agreeing to submit their finger for scanning; in addition to having the ability to see additional website disclosures on the Park website prior to the visit to the Park. 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 Plaintiff and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendants that, subject to the approval of the 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 Action 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 “Action”** means the case captioned *Stacy Rosenbach, as mother and next friend of Alexander Rosenbach, a minor, individually and on behalf of all others similarly situated v. Six Flags Entertainment Corp., et al.*, Case No. 16 CH 13 (Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois).

**1.2 “Agreement” or “Settlement Agreement”** means this Stipulation of Class Action Settlement and its attached Exhibits.

**1.3 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member or their parent or legal guardian, and (c) satisfies the conditions of eligibility for Settlement Payments as set forth in this Agreement. The Claim Form will not require notarization, but will require attestation under penalty of perjury that the information supplied is true and correct. Settlement Class Members who submit an Approved Claim are only due payment from the Settlement if the Final Approval Order is entered, and upon the passing of the Effective Date.

**1.4 “Claim Form”** means the document substantially in the form attached hereto as Exhibit D, as approved by the Court, with modifications to be permitted for formatting or for online processing on the Settlement Website. The Claim Form shall be completed by Settlement Class Members who wish to file a claim for Settlement Payments, and it shall be available in paper and electronic format. Claim Forms will be pre-populated with the maximum possible recovery (\$200 or \$60) if the person submitting the Claim Form is a Settlement Class Member, the name, street

address, and email address from Defendants' records (and permit updating of such information), require the Class Member to state that they scanned one or more fingers at Six Flags Great America in Gurnee, Illinois between October 1, 2013, and December 31, 2018, and require the Settlement Class Member to sign the Claim Form. If the Settlement Class Member is under 18 years of age when the Claim Form is submitted, the Claim Form must include the first and last name, address, email, and signature of a parent or guardian (instead of, or in addition to, the signature of the minor Settlement Class Member).

**1.5** “**Claimant**” means any Settlement Class Member who submits a Claim Form that is determined by the Settlement Administrator to be an Approved Claim.

**1.6** “**Claims Deadline**” means the date by which all Claim Forms must be postmarked, submitted by email or text message, or submitted on the Settlement Website to be considered timely, and shall be set as a date no later than one hundred twenty (120) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and on the Claim Form.

**1.7** “**Class Counsel**” means Progressive Law Group, LLC and Bock Hatch & Oppenheim, LLC.

**1.8** “**Class List**” means information to be provided by Defendants to the Settlement Administrator identifying those persons who may have scanned their fingers at entry gates at the Park between October 1, 2013 and December 31, 2018, including any name, mailing address, and e-mail address information associated with such persons.

**1.9** “**Class Representative**” means Alexander Rosenbach, the named Plaintiff in the Action.

**1.10 “Class Representative Award”** means the proposed amount of ten thousand dollars (\$10,000) to be paid to the Class Representative upon Court approval in return for his services to the Settlement Class.

**1.11 “Court”** means the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois, the Honorable Stacey L. Seneczko presiding, or any judge who shall succeed her as the Judge assigned to the Action.

**1.12 “Defendants”** means Six Flags Entertainment Corporation and Great America LLC.

**1.13 “Defendants’ Counsel”** means Jenner & Block LLP.

**1.14 “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, 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.

**1.15 “Exclusion/Objection Deadline”** means the date approximately forty-nine (49) days after the Notice Date, as approved by the Court: (a) by which a Settlement Class Member may submit a request for exclusion by mail or email to the Settlement Administrator; or (b) by which a Settlement Class Member who objects to the Settlement Agreement and does not submit an Exclusion Request must (1) file his/her objection with the Court and also (2) mail or e-mail a



complete copy of his/her objection and all exhibits to both Class Counsel and Defendants' counsel. The Exclusion/Objection Deadline will be set forth in the Notice and on the Settlement Website.

**1.16 “Fee and Expense Award”** means the total amount of attorneys' fees and out-of-pocket expenses awarded to Class Counsel by the Court and to be paid out of the Settlement Fund.

**1.17 “Final Approval Hearing”** means the court hearing at which Plaintiff and Class Counsel will request that the Court enter the Final Approval Order finally approving the Settlement as fair, reasonable, adequate, and made in good faith, and approving the Fee and Expense Award to Class Counsel and the Class Representative Award to the Class Representative.

**1.18 “Final Approval Order”** means the Order to be entered by the Court finally approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice. A proposed version of the Final Approval Order shall be submitted to the Court substantially in the form attached hereto as Exhibit E.

**1.19 “Group 1”** means those Settlement Class Members who visited the Park between October 1, 2013, and April 30, 2016, and scanned one or more fingers on a finger scanner at an entry gate during such visit.

**1.20 “Group 2”** means those Settlement Class Members who visited the Park between May 1, 2016, and December 31, 2018, and scanned one or more fingers on a finger scanner at an entry gate for the first time during such visit.

**1.21 “Net Settlement Fund”** means the Settlement Fund after deducting the Fee and Expense Award, the Class Representative Award, and Settlement Administration Expenses.

**1.22 “Notice”** means the notice of the proposed settlement and Final Approval Hearing, which after approval by the Court will be disseminated to the Settlement Class substantially in the

manner set forth in this Settlement Agreement, to fulfill the requirements of Due Process and 735 ILCS 5/2-801, *et seq.*, substantially in the form of Exhibit B and Exhibit C.

**1.23 “Notice Date”** means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of the Preliminary Approval Order.

**1.24 “Plaintiff”** means Alexander Rosenbach.

**1.25 “Preliminary Approval Order”** means the Court’s Order preliminarily approving the Settlement Agreement, preliminarily certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice. A proposed version of the Preliminary Approval Order shall be submitted to the Court substantially in the form attached hereto as Exhibit A.

**1.26 “QSF”** means the trust authorized by Treasury Regulation 1.468B-1(c) and established by the Settlement Administrator under terms acceptable to Class Counsel and Defendants into which Defendants will transfer monies for Settlement Payments and Settlement Administration Expenses to be disbursed by the Settlement Administrator. The Settlement Administrator shall be responsible for all tax filings with respect to the QSF.

**1.27 “Released Claims”** means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements,

representations, omissions or failures to act regarding the collection, capture, storage, use, profit from, possession, disclosure, and/or dissemination of biometric data collected at the Park, belonging to any and all Releasing Parties. For the avoidance of doubt, Released Claims shall include any claims arising from: (a) Defendants' continued possession of data generated by finger-scan entry gates on their computer servers through the Effective Date; and (b) the retention of data generated by finger-scan entry gates on computer server backups stored in physical or cloud form and controlled by Defendants after the Effective Date in accordance with their established retention schedules for backup data as described in Exhibit F, provided that such data is permanently destroyed in accordance with such retention schedules, and is not used for any other purpose; provided, however, that Released Claims shall not include any claims arising from a breach or other misappropriation or wrongful use of such data.

**1.28 “Released Parties”** means Six Flags Entertainment Corporation and Great America LLC, and each of their past, present and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

**1.29 “Releasing Parties”** means Plaintiff and other Settlement Class Members and their respective past, present and future heirs, children, spouses, beneficiaries, conservators, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities; provided, however, that if one of the foregoing persons also is a Settlement Class Member who submits a timely and sufficient request to be excluded from the Settlement, that person is not a Releasing Party.

**1.30 “Settlement”** means the final resolution of the Action as embodied by the terms and conditions of this Agreement.

**1.31 “Settlement Administration Expenses”** means the expenses incurred and fees charged 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.

**1.32 “Settlement Administrator”** means A.B. Data, Ltd., subject to approval of the Court, which will take all steps necessary to administer the Settlement and implement the Notice and claims process, provide reports to Class Counsel and Defendants’ counsel, furnish declarations for Court approval, establish and administer the Settlement Website, send the Settlement Payments to the Settlement Class Members, handle tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

**1.33 “Settlement Class”** means all persons who visited Six Flags Great America in Gurnee, Illinois between October 1, 2013, and December 31, 2018, and scanned their finger or fingers on a finger scanner at the park entry gates, and, to the extent that such a person is a minor at the time of the Final Approval Hearing, their parent(s) or legal guardian(s). Excluded from the Settlement Class are: (a) the judges assigned to or presiding over this Action and each judge’s staff; (b) Class Counsel; (c) Defendants and Defendants’ respective current and former subsidiaries, parent companies, successors, predecessors, and employees; and (d) all persons who properly execute and submit a timely request for exclusion from the Settlement Class, and their legal representatives, successors, or assigns.

**1.34 “Settlement Class Member” or “Class Member”** refers to 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.

**1.35 “Settlement Fund”** means the total amount of up to Thirty-Six Million Dollars (\$36,000,000.00) to be made available in five (5) installments by Defendants pursuant to the terms of this Agreement. Under no circumstances shall Defendants be required to provide settlement funding or pay any attorneys’ fees, out-of-pocket expenses, costs, class representative or incentive awards, Settlement Administration Expenses, or payments to Settlement Class Members that, taken together, exceed \$36 million. The Settlement Fund will be made available in the following 5 installments: (1) up to \$3.5 million (less any sums already transmitted to the Settlement Administrator to fund Settlement Administration Expenses) payable 14 business days after the Effective Date; (2) up to \$5 million payable on the one-year anniversary of the Effective Date; (3) up to \$7.5 million payable on the two-year anniversary of the Effective Date; (4) up to \$8.5 million payable on the three-year anniversary of the Effective Date; and (5) up to \$11.5 million payable on the four-year anniversary of the Effective Date. Within ten (10) business days after entry of the Preliminary Approval Order, Defendants shall transmit funds sufficient to pay the costs of Notice to the QSF established by the Settlement Administrator for the purpose of funding Settlement Administration Expenses. To the extent that any portion of those funds are not required to fund Settlement Administration Expenses, the Settlement Administrator shall hold such portion in the QSF for the purpose of funding Settlement Payments. The Settlement Fund shall be available to satisfy all monetary obligations of Defendants under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee and Expense Award, and the Incentive Award. Any portion of the Settlement Fund not required to be paid as Settlement

Payments, Settlement Administration Expenses, the Fee and Expense Award to Class Counsel, or the Class Representative Award to the Class Representative, shall remain with Defendants, except that Settlement Payments that are not deposited, cashed, or negotiated as provided herein are to be paid as *cy pres* to the Lake County Bar Foundation, the Northern Illinois Food Bank, PADS Lake County, and the United Way of Lake County, subject to the Court's approval.

**1.36 “Settlement Payments” or “Settlement Payment”** refers to the shares of the Net Settlement Fund to be paid to Settlement Class Members who submit Approved Claims. Each Settlement Class Member in Group 1 who submits an Approved Claim shall be paid their *pro rata* share of the Net Settlement Fund in installments, up to a total of \$200. Each Settlement Class Member in Group 2 who submits an Approved Claim shall be paid their *pro rata* share of the Net Settlement Fund in installments, up to a total of \$60. Only one claim relating to a Settlement Class Member who scanned their finger at the park entry gates at the Park can be an Approved Claim (*e.g.*, among other things, a minor class member and their parent(s) or guardian(s) cannot each receive payments relating to the minor class member's finger-scan).

**1.37 “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 a Claim Form online. The Settlement Website shall be live and active from the Notice Date, to at least 60 days after the last disbursement of Settlement Payments to Claimants. The URL of the Settlement Website shall be [themeparksettlement.com](http://themeparksettlement.com) or such other URL as the Parties may subsequently agree to.

## **2. SETTLEMENT RELIEF.**

### **2.1 Settlement Payments.**

a. Claimants will be paid Settlement Payments from each of the five installments of the Net Settlement Fund until (i) each Claimant receives his/her maximum award (not to exceed \$200 per Claimant in Group 1, and not to exceed \$60 per Claimant in Group 2) or (ii) the Net Settlement Fund is exhausted. If an installment of the Net Settlement Fund will be exhausted before all Claimants have received their maximum payment, the Net Settlement Fund will be distributed on a per share basis as follows: each Claimant in Group 1 shall be allotted a total of 10 shares, and each Claimant in Group 2 shall be allotted a total of 3 shares.

b. Whether a Settlement Class Member belongs to Group 1 or Group 2 shall be determined by Defendants' records to be provided to the Settlement Administrator.

c. The Settlement Administrator shall send each Claimant a Settlement Payment (1) within twenty-eight (28) days of the later of (i) the date that the Settlement Administrator transmits the final report of Approved Claims as provided in Section 5.3(f) below, or (ii) if either or both Parties commence an arbitration proceeding as described in Section 5.3(g) below, the date that all such arbitration proceeding(s) are fully and finally resolved, and (2) within fourteen (14) days after the four one-year anniversaries of the Effective Date, until either each Approved Claim has been paid in full or the Net Settlement Fund is fully depleted.

d. The Settlement Administrator shall send such Settlement Payments by First Class U.S. Mail to the address provided on the Claim Form associated with each Approved Claim.

e. 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. Claimants 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. If any check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly take reasonable measures to determine the accurate mailing address, including contacting the Claimant, and will promptly re-send the check to any updated address.

f. Uncashed checks will be paid as *cy pres*, as provided in the Final Approval Order.

**2.2 Prospective Relief.** Defendants represent and warrant that, to the best of their knowledge, there has been no data breach involving the finger scanners formerly installed at the entry gates in the Park. Defendants agree: (a) that, on or before the Effective Date, they shall make available on the Six Flags Great America website a written policy in the form attached hereto as Exhibit F providing notice that data generated by finger-scan entry gates at the Park has been and will be retained on computer server backups stored in physical or cloud form and controlled by Defendants after the Effective Date in accordance with their established retention schedules for backup data, describing such retention schedules, and providing that such data will be destroyed in accordance with such schedules; and (b) to comply with those established retention schedules.

### **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 Provision of Class List to Settlement Administrator.** Defendants shall provide the Class List to the Settlement Administrator as soon as practicable, but by no later than twenty-one (21) days after the execution of this Agreement by all Parties. Defendants will ensure that the information they provide for the administration of the Settlement completely and correctly reflects the name, address, and email address information in Defendants' records.

**4.2 Methods and Form of Notice.** No later than the Notice Date, the Settlement Administrator shall disseminate the Notice to the Class List as follows: (a) Exhibit B shall be sent by U.S. Mail (bifold postcard) to the names and addresses in the Class List, after verification or updating in the National Change of Address Database; (b) Exhibit C shall be sent by electronic mail delivery to the email addresses in the Class List; (c) the contents of Exhibit B shall be posted on the Settlement Website (in English and translated to Spanish), along with a questions and answers page, the Claim Form, this Settlement Agreement, and such other case documents the Parties jointly agree are worthy of inclusion on the website, and (d) a link to the Settlement Website labeled "Biometric Information Privacy Act settlement" placed on the Six Flags Great America web page (<https://www.sixflags.com/greatamerica>).

**4.3 Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Exclusion/Objection Deadline. To be valid, any request for exclusion must: (a) be in writing; (b) identify the case name *Rosenbach v. Six Flags*, 16-C-13 (Cir. Ct. Lake Cty.); (c) state the full name, current address, and email address of the person requesting exclusion; (d) be signed by the person seeking exclusion; and (e) be mailed or e-mailed to the Settlement Administrator on or before the Exclusion/Objection Deadline. Each

request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the Settlement Class in *Rosenbach v. Six Flags*, 16-C-13 (Cir. Ct. Lake Cty.)” In addition to maintaining a mailbox to receive exclusion requests submitted by U.S. Mail, the Settlement Administrator shall also create a dedicated e-mail address to receive exclusion requests electronically. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the person serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved. No person may request exclusion from the Settlement Class through “mass” or “class” opt-outs, and no person other than a parent of a minor or legal guardian, may request exclusion on behalf of another person. Any person excluded from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive Settlement Payments 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.

**4.4 Right to Object or Comment.** Any person in the Settlement Class who intends to object to this Settlement Agreement must present their objection in writing, personally signed under penalties of perjury by said objector, and including the following required elements: (a) the objecting Settlement Class Member’s full name, mailing address, telephone number, and e-mail address, (b) an attestation that they used a finger scanner at Six Flags Great America in Gurnee, Illinois, (c) the names of all attorneys who assisted in the preparation or filing of the objection, (d) a list of all other class action settlements to which the objector or their attorneys have submitted an objection, (e) a statement of the specific reasons why the objector believes the Court should

find that the Settlement Agreement is not fair, reasonable, adequate, and in the best interests of the Settlement Class, and (f) all documents or writings that the Settlement Class Member desires the Court to consider. Any objection that does not comply with these requirements will be stricken and disregarded. And, if the objector is represented by an attorney, that attorney shall file a notice of appearance with the Court a notice of appearance by the Exclusion/Objection Deadline. Any person in the Settlement Class who fails to timely file an objection with the Court and notice of their 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 their objections and be forever barred from making any such objections in the Action or any other action or proceeding.

## **5. SETTLEMENT ADMINISTRATION.**

**5.1 Selection of Settlement Administrator.** The Parties have jointly selected A.B. Data, Ltd. as the Settlement Administrator.

### **5.2 Settlement Administrator's Duties.**

a. *Dissemination of Notice.* The Settlement Administrator shall disseminate Notice as provided in Section 4 of this Settlement Agreement. The Settlement Administrator shall make reasonable efforts to deliver notices returned as undeliverable by the U.S. Postal Service. The Settlement Administrator will make a second attempt to e-mail Notices that are undeliverable (for example, due to "soft bounces").

b. *Maintenance of Records and Provision of Reports.* 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. Neither Plaintiff nor Class Counsel shall use the Class List or the Claim Forms, or any information contained therein, for any purpose other than the performance of this Settlement Agreement, and shall not disclose the Class List, the Claim Forms, or any information contained therein, to any other person or entity. The Settlement Administrator shall provide reports and other information to the Court as the Court or the Parties 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 and Handling of Claims.* The Settlement Administrator shall receive Claim Forms by mail, e-mail, text, or electronic submission through the Settlement Website. The Settlement Administrator shall timely notify any person who submits an incomplete Claim Form of the need to supplement and complete the Claim Form.

d. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide copies thereof to Class Counsel and Defendants' Counsel within five (5) days of the Exclusion/Objection Deadline. If the Settlement Administrator receives 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.

e. *Creation and Administration of Settlement Website.* In a manner approved by the Parties, the Settlement Administrator shall create and administer the Settlement Website, [www.themeparksettlement.com](http://www.themeparksettlement.com), or other domain name acceptable to the Parties. The Settlement Website shall be maintained from the Notice Date until 60 days after the final disbursement of Settlement Fund installments to Claimants as set forth herein.

f. *Creation and Maintenance of Telephone Support.* The Settlement Administrator shall maintain a dedicated telephone number providing automated questions and answers about the settlement, from the Notice Date until 60 days after the final disbursement of Settlement Payments to Claimants. The Settlement Administrator shall provide telephone support to field and respond to Settlement Class Member inquiries and requests from the Notice Date until 60 days after the final disbursement of Settlement Payments to Claimants, including live telephone support from the Notice Date until the Effective Date.

g. *Settlement Payments.* The Settlement Administrator shall make the Settlement Payments as set forth in Section 2.1 above.

h. *Cy Pres.* The Settlement Administrator shall promptly make all *cy pres* distributions as ordered by the Court.

### **5.3 Claims.**

a. Claims may be submitted to the Settlement Administrator by email, text message, U.S. Mail, and via online Claim Form that will be available on the Settlement Website, by clicking on a button link in the emailed Notice, and by scanning a QR code appearing on the paper Claim Form). The Claim Form button on the email Notice will link

to an online Claim Form pre-populated with Class Member-specific information at set forth herein.

b. Upon receipt of an incomplete submitted Claim Form, the Settlement Administrator shall promptly notify the Settlement Class Member via available means (email and U.S. mail), to give the individual a reasonable opportunity to cure the deficiency by submitting a completed Claim Form.

c. Within ten (10) business days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms 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 fraud, including but not limited to disallowing claims that contain names not included in the Class List.

d. Within ten (10) business days after the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved and initially rejected Claims, and making available to Counsel for the Parties all of the Claim Forms at issue, and any other information that the Settlement Administrator utilized to approve or reject such Claims.

e. Counsel for the Parties shall each have fifteen (15) business days after the date they receive the Settlement Administrator's report listing the initially approved and initially rejected claims to audit and challenge any initially approved or initially rejected claims, and to submit any such challenge in writing to the Settlement Administrator and

the other Counsel for the Parties. Counsel for the Parties shall meet and confer in an effort to resolve any disputes or disagreements over any initially approved or rejected claims.

f. Thirty (30) days after it submits to Counsel for the Parties the initial report described above, the Settlement Administrator shall submit to Counsel for the Parties a final report listing all approved and rejected Claims.

g. Defendants and Class Counsel each shall have the right to challenge any final determinations made by the Settlement Administrator regarding which claims constitute Approved Claims by transmitting a demand for arbitration to JAMS, within thirty (30) days of receiving the final report from the Settlement Administrator regarding its decision with respect to which claims constitute Approved Claims and which claims are invalid. Any party transmitting a demand for arbitration shall simultaneously serve the demand upon the other party and transmit notice to the Settlement Administrator of the identity of the claim determinations being challenged. Unless Defendants and Class Counsel otherwise agree or the arbitrator otherwise orders: (i) each party's written submissions in connection with the arbitration shall be limited to two (2) pages for each challenged claim determination, exclusive of exhibits; and (ii) the arbitrator is authorized to render his final award without hearing testimony or conducting an in-person hearing. The arbitrator shall conduct the arbitration proceedings so as to render a final award within ninety (90) days of the submission of the demand for arbitration. The arbitrator shall be required to strictly apply the requirements of this Agreement in resolving any disputes regarding the Settlement Administrator's determinations, and shall include the bases or reasons for the decision in the award(s). The party submitting the demand for arbitration

shall pay all of the arbitrator's fees and costs; otherwise, each party shall bear its own fees and costs.

**5.4 Settlement Administrator's Payments.** The Settlement Administrator shall invoice Defendants on an ongoing basis for work completed and expense needs consistent with the Settlement. Defendants shall remit payments to the QSF as payment for Settlement Administrator invoices, commensurate with the Settlement Administrator's invoiced work or expenses on an ongoing basis. Such payments made by Defendants in the period before each funding installment date in Section 1.35 above shall be deducted from the amount due to be paid by Defendants for such installment.

**6. PRELIMINARY APPROVAL AND FINAL APPROVAL.**

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

- a. Appoint Plaintiff as Class Representative of the Settlement Class for settlement purposes only;
- b. Appoint Class Counsel to represent the Settlement Class for settlement purposes only;
- c. Preliminarily certify 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 methods 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 and Expense Award and a Class Representative Award, and to consider whether the Court shall issue a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice.

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

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

b. 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 Action 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.*;

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

d. approve the Settlement, Fee and Expense Award, and Class Representative Award 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;

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

f. incorporate the Release set forth in Section 3.1 above, make the Release effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

g. permanently bar and enjoin all Settlement Class Members and other Releasing Parties 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 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 shall (i) be consistent in all material respects with the Final Approval Order and (ii) 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 the Settlement Agreement and any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

**6.3 Cooperation.** The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, 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 Representative or Class Counsel, 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 Court's refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the date upon which the Final Approval Order is modified or reversed in any material respect by the Appellate Court or the Supreme Court; or (iv) the date upon which an entered Alternative Approval Order, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by the Appellate Court or the Supreme Court. Defendants shall be responsible for payment of the Settlement Administration Expenses incurred prior to the date of such termination.

**7.2 Confirmatory Discovery.** The Parties shall proceed with reasonable confirmatory discovery, prior to Preliminary Approval, sufficient to confirm the basis and reasonableness of the estimates that Defendants provided to Plaintiff regarding the number of people that used finger scanners at the Park. Defendants shall reasonably cooperate in such discovery.

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

**8.1** Defendants agree to pay Class Counsel reasonable attorneys' fees and out-of-pocket expenses as the Fee and Expense Award, which shall be paid from the Settlement Fund in amounts to be approved by the Court. The component parts of the Fee and Expense Award (fees and expenses) shall be awarded by the Court based on request from Class Counsel. Class Counsel have agreed, with no consideration from Defendants, to limit their request for attorneys' fees to a total of \$12,000,000 (one third of the Settlement Fund), and not to accept an award in excess of that amount, of which Bock Hatch & Oppenheim LLC shall receive 40 percent, Progressive Law Group LLC shall receive 54 percent, and the Pollack Law Firm shall receive 6 percent. In addition, Class Counsel shall be entitled to seek their documented out of pocket litigation expenses from the Settlement Fund, up to a maximum of \$32,500.

**8.2** With the Court's approval, the attorney fee component of the Fee and Expense Award shall be payable in five installments to be disbursed to Class Counsel as one third of the maximum of each annual installment payment of the Settlement Fund Payment. The Fee and Expense Award shall be made via wire transfers to accounts designated by Class Counsel after providing necessary information for electronic transfer and relevant tax information. All expenses incurred prior to an installment payment shall be reimbursed out of that installment. Payment to Class Counsel of the first Fee and Expense Award installment is due 14 business days after the Effective Date, and payments of the subsequent Fee and Expense Award installments to Class Counsel are due on the subsequent anniversaries of the Effective Date.

**8.3** Defendants agree that the Class Representative can seek Court approval for payment of a Class Representative Award in the amount of Ten Thousand Thousand Dollars (\$10,000) from the Settlement Fund in recognition of his efforts on behalf of the Settlement Class,

in addition to his Settlement Payments pursuant to this Settlement Agreement if he submits an Approved Claim. Any such Class Representative Award shall be paid from the Settlement Fund in five \$2,000 installments in the form of a check to the Class Representative that is sent to Class Counsel or as otherwise designated by Class Counsel, with each of the five installments to be disbursed from each annual installment of the Settlement Fund. Payment to the Class Representative of the first Class Representative Award installment is due 14 business days after the Effective Date. Payments to the Class Representative of the subsequent four installments are due on the subsequent anniversaries of 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 Section 1.13:

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

b. The Court has entered the Preliminary Approval Order approving the Agreement;

c. The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Approval Order, or a judgment materially identical to the Final Approval Order, and such Order or judgment has become final and unappealable; and

d. In the event that the 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 Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.4, unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. The Parties agree that the Court's decision as to the amount of the Fee and Expense Award to Class Counsel as set forth above or the Class Representative Award to the Class Representative, regardless of the amounts awarded (provided that the amounts do not exceed the maximum amounts set forth above), 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, more than 1,000 Settlement Class Members 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, 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 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 1,000 Settlement Class Members.

**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 Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other

order entered by the 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 Action as if this Settlement Agreement had never been entered into. In the event this Settlement Agreement is terminated or fails to become effective, Defendants shall be responsible for payment of all Settlement Administration Expenses incurred up to that date.

## **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 Plaintiff 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 Action was brought by Plaintiff 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 Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement Payments, or the Fee and Expense 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 Plaintiff 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 Action, 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 Action;

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 or documents executed in furtherance of or pursuant to this Settlement Agreement 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 Court, any of the Released Parties may file this Settlement Agreement 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 Plaintiff 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 Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

**10.7** Any due date herein that requires or permits a mailing is satisfied by a postmark or other U.S.P.S. proof of mailing on that date.

**10.8** 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.

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

**10.10** 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.

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

**10.12** Plaintiff represents and warrants that he has 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 he is fully entitled to release the same.

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

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

**10.15** 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.

**10.16** 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.

**10.17** Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel.

[SIGNATURE PAGE FOLLOWS THIS TEXT]

**SIX FLAGS ENTERTAINMENT CORPORATION**

By: Laura W Doerre

Its: EVP, GC & CAO

Dated: 5/7/2021

**GREAT AMERICA LLC**

By: Laura W Doerre

Its: EVP, GC & CAO

Dated: 5/7/2021

**JENNER & BLOCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ALEXANDER ROSENBACH**

By: \_\_\_\_\_

Alexander Rosenbach

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

**BOCK HATCH & OPPENHEIM, LLC**

By: \_\_\_\_\_

Phillip A. Bock

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

**PROGRESSIVE LAW GROUP, LLC**

By: \_\_\_\_\_

Mark Bulgarelli

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

**SIX FLAGS ENTERTAINMENT CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

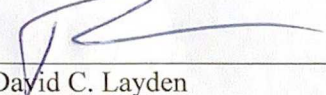
**GREAT AMERICA LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**JENNER & BLOCK LLP**

By:  \_\_\_\_\_  
David C. Layden

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

**ALEXANDER ROSENBACH**

By: \_\_\_\_\_  
Alexander Rosenbach

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

**BOCK HATCH & OPPENHEIM, LLC**

By: \_\_\_\_\_  
Phillip A. Bock

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

**PROGRESSIVE LAW GROUP, LLC**

By: \_\_\_\_\_  
Mark Bulgarelli

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

**SIX FLAGS ENTERTAINMENT CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**GREAT AMERICA, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

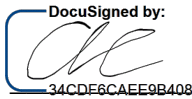
**JENNER & BLOCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ALEXANDER ROSENBACH**

By:  \_\_\_\_\_  
34CDE8CAEE9B408

Alexander Rosenbach

Dated: 5/7/2021 \_\_\_\_\_

**BOCK HATCH & OPPENHEIM, LLC**

By: \_\_\_\_\_

Phillip A. Bock

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

**PROGRESSIVE LAW GROUP, LLC**

By: \_\_\_\_\_

Mark Bulgarelli

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

**SIX FLAGS ENTERTAINMENT CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**GREAT AMERICA, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**JENNER & BLOCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ALEXANDER ROSENBACH**

By: \_\_\_\_\_

Alexander Rosenbach

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

**BOCK HATCH & OPPENHEIM, LLC**

By: \_\_\_\_\_

Phillip A. Bock

Dated: 5/7/2021

**PROGRESSIVE LAW GROUP, LLC**

By: \_\_\_\_\_

Mark Bulgarelli

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

**SIX FLAGS ENTERTAINMENT  
CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**GREAT AMERICA, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**JENNER & BLOCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ALEXANDER ROSENBACH**

By: \_\_\_\_\_

Alexander Rosenbach

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

**BOCK HATCH & OPPENHEIM, LLC**

By: \_\_\_\_\_

Phillip A. Bock

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

**PROGRESSIVE LAW GROUP, LLC**

By: \_\_\_\_\_

  
Mark Bulgarelli

Dated: 5/7/2021



**EXHIBIT A**

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS**

STACY ROSENBACH, as mother and next friend of	)	
ALEXANDER ROSENBACH, a minor, individually	)	
and on behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 16 CH 13
v.	)	
	)	Judge Stacey L. Seneczko
SIX FLAGS ENTERTAINMENT CORPORATION	)	
and GREAT AMERICA LLC,	)	
	)	
Defendants.	)	

**[PROPOSED]**

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT**

This matter coming before the Court on Plaintiff’s Agreed Motion for Preliminary Approval of Class Action Settlement and Request for Order Requiring Notice to the Class (the “Motion”), the Court having reviewed in detail and considered the Motion, the Stipulation of Class Action Settlement (the “Settlement Agreement”) between Plaintiff and Defendants (together, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the settlement of this action, as embodied in the terms of the Settlement Agreement, is preliminarily approved as a fair, reasonable, and adequate settlement in the best interests of the Settlement Class, in light of the

factual, legal, practical, and procedural considerations raised. There is good cause to find that the Settlement Agreement was negotiated at arm's-length and in good faith between the Parties, who were represented by experienced class action counsel familiar with the legal and factual issues of this case, and was reached with the assistance of the Hon. James R. Epstein (Ret.) of JAMS Chicago.

3. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure, for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law or fact common to members of the Settlement Class that predominate over individual questions, that the proposed Class Representative and Class Counsel fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the Action.

4. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, by stipulation of the Parties, and for the purpose of settlement, the Court certifies the following class:

All persons who visited Six Flags Great America in Gurnee, Illinois between October 1, 2013, and December 31, 2018, and scanned their finger or fingers on a finger scanner at the park entry gates, and, to the extent that such a person is a minor at the time of the Final Approval Hearing, their parent(s) or legal guardian(s).

Excluded from the Settlement Class are: (1) the judges assigned to or presiding over this Action and each judge's staff; (2) Class Counsel; (3) Defendants and Defendants' respective current and former subsidiaries, parent companies, successors, predecessors, and employees; and (4) all persons who properly execute and submit a timely request for exclusion from the Settlement Class, and their legal representatives, successors, or assigns.

5. For settlement purposes only, the Court appoints Alexander Rosenbach as the “Class Representative” and appoints the following attorneys as “Class Counsel”:

PROGRESSIVE LAW GROUP, LLC  
Attn.: Mark Bulgarelli, Esq.  
1570 Oak Ave., Ste. 103  
Evanston, IL 60201  
(312) 787-2717  
markb@progressivelaw.com

BOCK HATCH & OPPENHEIM, LLC  
Attn.: Phillip A. Bock, Esq.  
134 N. La Salle St., Ste. 1000  
Chicago, IL 60602  
(312) 658-5501  
phil@classlawyers.com

6. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action resumes, this Court’s preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be considered vacated in its entirety.

7. The Court approves the proposed plan for giving Notice to the Settlement Class as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process, and will provide due and sufficient notice to all persons in the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Court orders that the Settlement Class be notified as proposed.

8. A.B. Data, Ltd. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as fully set forth in the Settlement Agreement. The Settlement Administrator may proceed with the

distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and the Settlement Administrator to complete all aspects of the Notice plan within 28 days, or by \_\_\_\_\_, 2021.

9. Settlement Class Members who wish to receive Settlement Payments under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice on or before \_\_\_\_\_, 2021. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

10. No later than \_\_\_\_\_, 2021, all Claim Forms must be (a) mailed via U.S. Mail to the address specified in the Claim Form, (b) scanned and sent by e-mail to the e-mail address specified in the Claim Form; (c) photographed and sent by text message to the telephone number specified in the Claim Form, or (d) electronically submitted to the Settlement Administrator via the Settlement Website. Settlement Class Members who do not timely submit a Claim Form deemed to be valid shall not be entitled to receive any payment from the Settlement Fund.

11. Requests for exclusion from the Settlement Class. Each person who meets the definition of the Settlement Class and who wishes to exclude himself or herself from the Settlement Class may exercise that right by submitting a request for exclusion no later than \_\_\_\_\_, 2021 (49 days after the Notice Date). To be valid, a request for exclusion must (a) be in writing; (b) identify the case name *Rosenbach v. Six Flags*, 16-C-13 (Cir. Ct. Lake Cty.); (c) state the full name, current address, and email address of the person requesting exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Exclusion/Objection Deadline. Each request for exclusion must also contain a statement to the effect that "I hereby request to be excluded from the Settlement Class in

Rosenbach v. Six Flags, 16-C-13 (Cir. Ct. Lake Cty.)” In addition to maintaining a mailbox to receive exclusion requests submitted by U.S. Mail, the Settlement Administrator shall also create a dedicated e-mail address to receive exclusion requests electronically. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the person serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved. No person may request exclusion from the Settlement Class through “mass” or “class” opt-outs, and no person other than a parent or legal guardian may request exclusion on behalf of another person. Any person excluded from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive Settlement Payments 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.

12. Comments and objections by Settlement Class Members. Any Settlement Class Member (who has not excluded themselves) may comment in support of, or in opposition to, the Settlement Agreement at their own expense; provided, however, that all comments and objections must be filed with the Court and also e-mailed to Class Counsel and Defendants’ Counsel (identified below) no later than \_\_\_\_\_, 2021. Any person in the Settlement Class who intends to object to the Settlement Agreement must make the objection in writing, personally signed by the objector under penalties of perjury, and including the following required elements: (1) the objecting Settlement Class Member’s full name, mailing address, telephone number, and e-mail address, (2) an attestation that the objector used a finger scanner at Six Flags Great America in

Gurnee, Illinois, (3) all attorneys who assisted in the preparation or filing of the objection, (3) a list of all other class action settlements to which the objector or their attorneys have submitted an objection, (4) a statement of the specific reasons why the objector believes the Court should find that the Settlement Agreement is not fair, reasonable, adequate, and in the best interests of the Settlement Class, and (5) all documents or writings that the Settlement Class Member desires the Court to consider. Any objection that does not comply with these requirements will be stricken and disregarded. And, if the objector is represented by an attorney, that attorney shall file a notice of appearance with the Court a notice of appearance by the Exclusion/Objection Deadline.

13. Addresses for Class Counsel, Defendants' Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

**Class Counsel:**

Phillip A. Bock, Esq.  
David M. Oppenheim, Esq.  
Bock Hatch & Oppenheim, LLC  
134 N. La Salle St., Suite 1000  
Chicago, IL 60602  
E-mail: service@classlawyers.com

Mark A. Bulgarelli, Esq.  
Progressive Law Group, LLC  
1570 Oak Ave., Ste. 103  
Evanston, IL 60201  
E-mail: markb@progressivelaw.com

**Settlement Administrator:**

Name  
Address

[e-mail address]

**Defendants' Counsel:**

David C. Layden, Esq.  
Jenner & Block LLP  
353 N. Clark St.  
Chicago, IL 60654  
E-mail: dlayden@jenner.com

**Clerk of Court:**

Clerk of the Circuit Court of Lake County  
18 N. County St.  
Waukegan, IL 60085

14. A Settlement Class Member who has not requested exclusion from the Settlement Class but who has properly submitted a written objection in compliance with the Settlement Agreement must appear at the Final Approval Hearing in person or through counsel to show cause

why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is required. Any Settlement Class Member who files a timely written objection must also include in their written objection the identity of any witnesses who may testify, and all exhibits to be introduced into evidence at the Final Approval Hearing, which shall be attached.

15. Any Settlement Class Member who does not timely file a written objection with the Court in accordance with the terms of this Order 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 the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement or Final Approval Order by appeal or other means and shall be deemed to have waived their objections and be forever barred from making any such objection in the Action.

16. All papers in support of final approval of the Settlement, including Class Counsel's motion seeking final approval of the settlement, an award of attorneys' fees and expenses, and a class representative award to the Class Representative, in accordance with the terms of the Settlement Agreement, shall be filed no later than \_\_\_\_\_, 2021 <!!!10 business days before the Final Approval Hearing>.

17. A hearing (the "Final Approval Hearing") shall be held before the Court on \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m./p.m. in Courtroom <courtroom number> of the Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085 (or at such other time or location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;



b. to determine whether the Settlement is fair, reasonable, adequate, and made in good faith, and should be approved by the Court;

c. to determine whether the Final Approval Order as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;

d. to consider the application for a Fee and Expense Award to Class Counsel;

e. to consider the application for a Class Representative Award to the Class Representative;

f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

g. to rule upon such other matters as the Court may deem appropriate.

18. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by Order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

19. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval of the settlement.

20. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, or used, offered, or received against the Released Parties as evidence of or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any Released Claim;

the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding the foregoing, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

21. The Settlement Agreement is incorporated by reference into this Order and is hereby preliminarily adopted as an Order of this Court.

22. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) that shall be consistent in all material respects with the terms of the Final Approval Order and do not limit or impair the rights of the Settlement Class.

23. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

<b>Notice to be completed by:</b>	_____ , 2021
<b>Exclusion/Objection Deadline:</b>	_____ , 2021
<b>Claims Deadline</b>	_____ , 2021
<b>Final Approval Submissions:</b>	_____ , 2021
<b>Final Approval Hearing:</b>	_____ , 2021

BY ORDER OF THE COURT

Entered: \_\_\_\_\_

\_\_\_\_\_  
Honorable Judge Stacy L. Seneczko



**EXHIBIT B**  
**[VIA BIFOLD POSTCARD]**

**COURT-AUTHORIZED  
NOTICE**

You may be a Settlement Class Member in a class action lawsuit against Six Flags/Great America. Use this Notice and attached Claim Form to submit a claim for settlement money or learn your rights and options.

CLASS MEMBER NAME/ADDRESS  
<UNIQUE ID>

You may be entitled to payments in a class action settlement if you scanned your finger on a finger scanner at the park entry gates to Six Flags Great America in Gurnee, IL at any time between October 1, 2013, and December 31, 2018

**NOTICE OF CLASS ACTION WITH ATTACHED CLAIM FORM**

This notice informs you that a proposed settlement has been reached in a class action lawsuit against Six Flags Entertainment Corporation and Great America LLC (collectively, “Six Flags/Great America”) for individuals who scanned their finger on a finger scanner at an entry gate to Six Flags Great America in Gurnee, Illinois. The lawsuit alleges that Six Flags/Great America violated an Illinois law called the Biometric Information Privacy Act when they allegedly collected biometric information or identifiers without complying with the law’s requirements. The case is *Rosenbach, et al. v. Six Flags Entertainment Corp., et al.*, Case No. 16-C-13, now pending in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois. Six Flags/Great America do not admit wrongdoing and deny violating the law. The Court has not decided who is right or wrong.

**Am I a part of the settlement?** You are a Settlement Class Member if you scanned your finger at a park entry gate at Six Flags Great America in Gurnee, Illinois between October 1, 2013, and December 31, 2018, and you may be eligible to receive cash benefits from the settlement. More information about the settlement is available online in the detailed web notice at [themeparksettlement.com](http://themeparksettlement.com).

**What does the settlement provide?** If you are a Settlement Class Member, you can file a claim to receive payments from the settlement, totaling up to either \$200 or \$60, depending upon when you first scanned your finger at Great America. The amount could be less depending on the number of valid claims submitted. Payments will be made to you by check in installments from a \$36 million settlement fund that Six Flags/Great America have agreed to create over a five-

year period, which also will be used to pay settlement expenses, attorneys' fees, and any class representative award approved by the Court. Six Flags/Great America also agreed to post a finger-scan data retention and destruction policy on the Great America website, and to comply with it.

**How do I get paid in this settlement if I'm a class member?** Complete and return the attached Claim Form. You may also submit a Claim Form at [themeparksettlement.com](http://themeparksettlement.com). Or call [toll-free number] to request a paper copy of the Claim Form. *Claim Forms must be postmarked or submitted by [Claims Deadline].*

**What are my options?** You can submit a Claim Form to request settlement money, do nothing, comment on or object to any of the settlement terms, or exclude yourself from the settlement. If you do nothing, you won't be able to sue Six Flags/Great America or related companies and individuals in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you won't get any payment, but you'll keep your right to sue Six Flags/Great America on the issues the settlement concerns. You must contact the settlement administrator by mail or e-mail to exclude yourself. You can also object to the settlement if you disagree with any of its terms. All Requests for Exclusion and Objections must be received by [Exclusion/Objection Deadline] and must satisfy particular requirements.

**Do I have a lawyer?** Yes. The Court has appointed the law firms Bock Hatch & Oppenheim, LLC and Progressive Law Group, LLC as "Class Counsel." They represent you and other class members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees. The Court has also appointed Alexander Rosenbach—a class member like you—to represent the Settlement Class.

**When will the Court hold a final settlement approval hearing?** On \_\_\_\_\_, 2021, at \_\_\_\_\_ a.m./p.m. in Courtroom C-301, Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085 before the Honorable Judge Stacy L. Seneczko. Due to the pandemic, the hearing may be by remote means with log-in provided the week prior to hearing at: <https://19thcircuitcourt.state.il.us/2186/Daily-Remote-Court-Session-Schedule-C301>. At that time, the Court will hear any objections, determine if the settlement is fair, and consider Class Counsel's request for attorneys' fees of up to one third of the settlement fund, for reimbursement of documented costs and expenses not to exceed \$32,500, and for a class representative award of \$10,000. Class Counsel's request will be available on the settlement website.

**This notice is only a summary.**

*For more information, visit [www.themeparksettlement.com](http://www.themeparksettlement.com).*

*Para informacion en Espanol, visitar [www.themeparksettlement.com](http://www.themeparksettlement.com).*

**[APPEND CLAIM FORM]**

**EXHIBIT C**  
**[VIA EMAIL AND PUBLICATION ON SETTLEMENT WEBSITE]**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**Please read this notice carefully.**

**You may be entitled to cash payments from a class action settlement if you visited Six Flags Great America in Gurnee, Illinois between October 1, 2013 and December 31, 2018, and scanned your finger or fingers on a finger scanner at the park entry gates.**

**More information is available at [themeparksettlement.com](http://themeparksettlement.com)<hyperlink>.**

*A state court authorized this notice.*

*This is not a solicitation from a lawyer and is not notice of a lawsuit against you.*

### **A. WHY HAVE YOU RECEIVED THIS NOTICE?**

A proposed settlement has been reached in a class action lawsuit about finger scan entry gates used at Six Flags Great America in Gurnee, Illinois. The Court ordered us to send you the notice because your name and other contact information appear in records indicating you visited Six Flags Great America between October 1, 2013, and December 31, 2018, and may have scanned your finger or fingers on a finger scanner at the park entry gates. If you did scan your finger or fingers, that would make you a member of the Settlement Class and a person with a right to submit a claim for payment, to request exclusion from the case, to object to part or all of the settlement, or to do nothing.

**Your rights and options, including how to submit a claim for settlement money, are explained in Section E below.**

### **B. WHAT IS THIS LAWSUIT ABOUT?**

This is a notice in the lawsuit titled, *Rosenbach v. Six Flags Entertainment Corp., et al.*, Case No. 16-CH-13, Circuit Court for the Nineteenth Judicial Circuit, Lake County, Illinois. Beginning in October 1, 2013, certain guests of Six Flags Great America in Gurnee, Illinois used finger scanners as part of the park entry process for members and season pass holders. In 2016, Stacy and Alexander Rosenbach (“Plaintiff”) filed this class action alleging that Six Flags Entertainment Corporation and Great America LLC (collectively, “Six Flags/Great America”) were collecting finger-scan data without complying with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), which prohibits private entities from collecting, capturing, purchasing, receiving through trade or otherwise obtaining a person’s biometric identifiers or information without first providing that person with written notice of particular information and obtaining his/her written release. Six Flags/Great America have denied that they violated BIPA in any way, denied that the finger scanners collected biometric identifiers or information, and asserted that, in any event, members and season pass holders were provided with written notice and consented to the use of the finger scanners. Notwithstanding their disagreements about the merits of the case,



the parties have proposed a settlement that, if approved by the Court, will resolve all claims about these finger scans.

### **C. WHY IS THIS A CLASS ACTION?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Alexander Rosenbach) sue as a lead plaintiff on behalf of people who have similar alleged claims. These people together are called the “Class” or “Class Members.” The companies they sued (in this case, Six Flags/Great America) are called Defendants. The Settlement will be binding on all Class Members except those who exclude themselves, if the Court gives final approval to this settlement and upon favorable resolution following any appeal to a higher Court.

### **D. WHAT IS THE PROPOSED SETTLEMENT?**

Without admitting any fault or liability, and in exchange for a release of the right to sue for any and all claims about alleged biometric data relating to the Great America theme park in Gurnee, Illinois arising from or relating to the finger-scan entry gates used between October 1, 2013 and December 31, 2018, Six Flags/Great America have agreed to make a total of up to \$36,000,000 (the “Settlement Fund”) available to pay class members who submit approved claims, to pay the costs of administering the settlement, to pay a service award to Plaintiff for serving as the “class representative,” and to pay attorney’s fees and expenses to Plaintiff’s attorneys. Defendants have also agreed to place a biometric data retention and destruction policy on the Great America website and to comply with it.

Due to the Covid-19 pandemic, Six Flags Great America has been closed and out of operation. As a result of this disruption to Six Flags Great America’s operations, and continuing uncertainty about future operations, the Settlement Fund is being funded in five annual installments: 2021 (up to \$3.5 million payable 14 business days after the settlement Effective Date); 2022 (up to \$5 million payable on 1-year anniversary of the Effective Date); 2023 (up to \$7.5 million payable on 2-year anniversary of the Effective Date); 2024 (up to \$8.5 million payable on 3-year anniversary of the Effective Date); and 2025 (up to \$11.5 million payable on 4-year anniversary of the Effective Date), for a total of up to \$36 million. Settlement Class Members who submit approved claims will be paid from the Settlement Fund until all eligible claimants have been fully paid or until the Settlement Fund is exhausted.

You must submit a Claim Form to receive money in this settlement. People who first had their finger scanned when entering Six Flags Great America between October 1, 2013, and April 30, 2016 can receive up to \$200, payable in 5 installments. People who first had their finger scanned when entering the park between May 1, 2016, and December 31, 2018 can receive up to \$60, payable in five installments. Your \$200 or \$60 maximum potential award may be reduced *pro rata* if the total dollar value of claims, settlement administration costs, the service award, and attorneys’ fees and expenses together exceed the amount of the Settlement Fund. Payments are per-person, without regard to the number of times the person visited the park or had scanned their finger. Your Claim Form [\*\*<hyperlink to class member claim form>\*\*](#) tells you if you are eligible to recover up to \$200 or up to \$60. The Settlement Administrator will compare your information to

the information on the Class List to confirm your eligibility for payment and will determine whether your claim falls within the first group or the second group.

If you submit a Claim Form, the Settlement Administrator might contact you if additional information is required for some reason.

The Court has preliminarily approved this settlement, subject to a fairness hearing that will occur on \_\_\_\_\_, at \_\_\_\_\_, in Room \_\_\_\_ in the Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085.

**E. WHAT ARE YOUR OPTIONS?**

**1. Request settlement money by submitting a completed Claim Form.**

To claim your share of the settlement funds, click the button below to complete and submit your Claim Form online by [DATE].

You can also complete and postmark, e-mail, send by text, or upload your Claim Form on the settlement website, [INSERT URL], no later than \_\_\_\_\_. Print or download your Claim Form by clicking the button below, or by contacting the Settlement Administrator at [WEBSITE] or [telephone number].

You will find submission instructions in the Claim Form. If your claim is approved, you will receive your settlement payments by mailed check if the settlement is given final court approval.

**Click to submit your claim for  
settlement money**

**2. Do nothing.**

If you do nothing, you will stay in the Settlement Class, be bound by any judgment entered by the Court, and you will not be able to sue Six Flags/Great America about the collection, use, or storage of your finger-scan data, but you will receive no payment unless you submit a completed Claim Form by [DATE].

**3. Exclude yourself from the Settlement Class and the case.**

You can exclude yourself from the class action and the case by sending your written request to <administrator>. Your request must be in writing, list your full name and current address, contain a statement to the effect that “I hereby request to be excluded from the Settlement Class in Rosenbach v. Six Flags, 16-C-13 (Cir. Ct. Lake Cty.),” and it must be signed by the person requesting exclusion. The request must be postmarked and mailed to <address> or e-mailed to <e-mail address> no later than <date>. Each person who wants to be excluded must submit their own request for exclusion and the Court will not accept any mass exclusion requests. This is the only

option that allows you to keep any rights you currently may have to sue Six Flags/Great America on your own for the claims released by the Settlement.

**4. Object to the settlement in writing.**

Objecting is informing the Court you disapprove of the settlement for some reason. If you object to the settlement, and wish to file an objection rather than excluding yourself from the case, you must submit your objection in writing to the Clerk of the Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085. Your objection must be postmarked by \_\_\_\_\_. By the same date, you must send a copy of your objection and all supporting memoranda and materials to the following attorneys by mail or e-mail addressed as follows:

Mark Bulgarelli  
Progressive Law Group, LLC  
1570 Oak Ave., Ste. 103  
Evanston, IL 60201  
E-mail:  
[markb@progressivelaw.com](mailto:markb@progressivelaw.com)

Phillip A. Bock  
Bock Hatch & Oppenheim, LLC  
134 N. La Salle St., Ste. 1000  
Chicago, IL 60602  
E-mail:  
[service@classlawyers.com](mailto:service@classlawyers.com)

David C. Layden  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, IL 60654  
E-mail:  
[dlayden@jenner.com](mailto:dlayden@jenner.com)

You must sign your objection under penalties of perjury and you must identify (1) your full name, current mailing address, telephone number, and e-mail address, (2) an attestation that you scanned your finger at the gates to Six Flags Great America in Gurnee, Illinois; (3) all attorneys who assisted you in the preparation and filing of your objection, (4) a list of all other class action settlements to which you or your attorneys have submitted an objection, and (5) a statement of the specific reasons why you believe the Court should find that this proposed settlement is not fair, reasonable, adequate, and in the best interests of the Settlement Class. If your objection does not comply with these requirements, the Court will strike and disregard your objection. It is not enough to say that you object; you must state the reasons why you believe the Court should reject all or any part of the settlement. If you hire an attorney in connection with making an objection, that attorney must also file with the court a notice of appearance by the objection deadline of <date>. You will be solely responsible for payment of fees and expenses your attorney incurs on your behalf. If you exclude yourself, you cannot file an objection. If you file an objection, then you must appear at the final approval hearing before Judge Stacy Seneczko in Courtroom \_\_\_ of the Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085 on \_\_\_\_\_, at \_\_\_\_\_. You are required to attend this hearing only if you object to the settlement.

**F. WHO REPRESENTS THE CLASS?**

The Court appointed Plaintiff to be the “Class Representative” and appointed the following law firms as “Class Counsel” to represent the Settlement Class:

Mark A. Bulgarelli  
Ilan Chorowsky  
Progressive Law Group, LLC  
1570 Oak Ave., Ste. 103

Phillip A. Bock  
David M. Oppenheim  
Bock Hatch & Oppenheim, LLC  
134 N. La Salle St., Ste. 1000

Evanston, IL 60201  
E-mail: [markb@progressivelaw.com](mailto:markb@progressivelaw.com)

Chicago, IL 60602  
E-mail: [service@classlawyers.com](mailto:service@classlawyers.com)

You don't need to hire your own lawyer because Class Counsel are working on your behalf. You may hire your own lawyer, but you will have to pay that lawyer yourself. At the fairness hearing, Class Counsel will request that the Court approve an award of \$10,000 from the Settlement Fund for Alexander Rosenbach as a service award for serving as the Class Representative. Class Counsel will also request that the Court award their law firms one third of the Settlement Fund (\$12,000,000) as attorney's fees, plus reimbursement of their documented out-of-pocket litigation expenses not to exceed \$32,500, also to be paid from the Settlement Fund. Because the Settlement Fund is to be made available in five annual installments, Class Counsel will request that the Class Representative award and attorney's fees and expenses be paid in installments. The Court will determine the proper amounts of attorney's fees and expenses to award Class Counsel and the proper amount of any award to the Class Representative. The Court may award less than the amounts requested.

#### **G. WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a final approval hearing to decide whether the proposed settlement is fair and reasonable and should be approved. At that hearing, the Court will hear any objections and arguments about the proposed settlement, including about the attorney's fees and expenses requested by Class Counsel and the award requested for the Class Representative. The fairness hearing will take place on < date of the fairness hearing>, at <time>, in Courtroom <courtroom number> of the Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085. Due to the pandemic, the hearing may be by remote means with log-in provided the week prior to hearing at: <https://19thcircuitcourt.state.il.us/2186/Daily-Remote-Court-Session-Schedule-C301>. **You do not need to attend this hearing unless you object.** The final approval hearing may be continued to a future date without further notice, and the hearing may be conducted remotely. Any changes will be posted at the settlement website, <site>. If the Court does not approve the settlement, the litigation will proceed as if no settlement has been attempted. If the settlement is not approved, there is no assurance that the Settlement Class will recover more than is provided in the settlement, or anything at all. If the settlement is approved, payments will be made only after the settlement becomes final. For a status update after < date of the fairness hearing>, check the settlement website.

#### **H. HOW DO I OBTAIN MORE INFORMATION?**

This description of the litigation is general and does not cover all of the issues and proceedings. The Settlement, including processing claims for settlement awards, is being administered by [insert name, address, phone, and email of the Settlement Administrator]. You may contact the Settlement Administrator (<name>) by calling <number>. If you have specific questions, you may also write to Class Counsel at the address above. Include the case number, your name, your email address, and your telephone number. Or, you may call Class Counsel at (312) 787-2717 (Mark Bulgarelli) or 312-658-5501 (Phillip A. Bock). You may find answers to frequently asked questions, a copy of the settlement agreement, and further notices regarding the settlement, on the settlement

website, <**website hyperlink**>. To review the Class Action Complaint and other documents in this case, you may visit the office of the Clerk of the Circuit Court of Lake County, 18 N. County St., Waukegan, Illinois 60085, where files relating to this lawsuit will be available for inspection and copying at your own expense.

Please do not contact the Court, the Judge, or the Judge's staff, because they cannot answer your questions or give you advice about this settlement.

**BY ORDER OF THE COURT  
HONORABLE STACY SENECHKO**

**EXHIBIT D**

## CLAIM FORM


*Rosenbach v. Six Flags Entertainment Corp., et al.*, No. 16 CH 13, Circuit Court of Lake County, Illinois

IF YOU SCANNED YOUR FINGER OR FINGERS AT ENTRY GATES AT SIX FLAGS GREAT AMERICA AND WANT TO CLAIM MONEY PAYMENTS TOTALING UP TO [\$200/\$60 prepopulated] FROM THE THEME PARK FINGER SCANNING CLASS ACTION SETTLEMENT, COMPLETE AND SUBMIT THIS FORM BY [DATE].


Complete All **THREE** Steps to Claim a Share of the Settlement Fund

### 1. Certify you scanned your finger at Great America:

Yes, I wish to claim settlement money. I certify under penalties of perjury that I visited Six Flags Great America in Illinois, and scanned my finger on a finger-scanner at the park entry gates, between October 1, 2013, and December 31, 2018.

 (Your signature) \_\_\_\_\_

If you are a minor, you are not required to sign, but your parent or legal guardian must provide their name and sign:

 (Parent or legal guardian name) (Parent or legal guardian signature) \_\_\_\_\_

### 2. Update your contact information.

If the information on the left is incorrect, or incomplete, please correct it below:

[UNIQUE ID]	Name: _____
[Name]	Mailing Address: _____
[Address]	City: _____
[City, State, Zip]	State, Zip: _____
[Phone]	Telephone Number: _____
[Email]	Email address: _____

### 3. Return this Claim Form by [DATE] in one of these ways: [FOR CLAIMANTS COMPLETING THEIR CLAIM FORM ONLINE, TO BE REPLACED BY "Submit your claim form" OR SUBSTANTIALLY SIMILAR CONTENT.]

- Text it to <phone # >
- Email it to <e-mail for claims >
- Upload it at <settlement website URL>
- Mail it to <settlement administration>

OR, you may submit AND complete your entire Claim Form here:

<settlement website URL>

<QR code >

**CLAIM FORMS SUBMITTED AFTER [DATE] WILL BE REJECTED**



**EXHIBIT E**

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
LAKE COUNTY, ILLINOIS**

STACY ROSENBACH, as mother and next friend of	)	
ALEXANDER ROSENBACH, a minor, individually	)	
and on behalf of all others similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 16 CH 13
v.	)	
	)	Judge Stacey L. Seneczko
SIX FLAGS ENTERTAINMENT CORPORATION	)	
and GREAT AMERICA LLC,	)	
	)	
Defendants.	)	

**PROPOSED**

**FINAL APPROVAL ORDER AND JUDGMENT**

This matter coming to be heard on Plaintiff’s Motion for Final Approval of Class Action Settlement (the “Motion”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment (the “Final Approval Order”) shall have the same meaning as ascribed to them in the Stipulation of Class Action Settlement (“Settlement Agreement”). Plaintiff and Defendant are each referred to as a “Party” and are collectively referred to herein as the “Parties.”
2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all parties to the Action, including all Settlement Class Members.
3. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the settlement of this action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair,

reasonable, and adequate settlement of this case in the best interests of the Settlement Class considering the factual, legal, practical, and procedural considerations raised by this case.

4. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated \_\_\_\_\_, 2021. At that time, the Court preliminarily certified a class of the following individuals:

All persons who visited Six Flags Great America in Gurnee, Illinois between October 1, 2013, and December 31, 2018, and scanned their finger or fingers on a finger scanner at the park entry gates, and, to the extent that such a person is a minor at the time of the Final Approval Hearing, their parent(s) or legal guardian(s).

Excluded from the Settlement Class are: (1) the judges assigned to or presiding over this Action and each judge's staff; (2) Class Counsel; (c) Defendants and Defendants' respective current and former subsidiaries, parent companies, successors, predecessors, and employees; and (4) all persons who properly execute and submit a timely request for exclusion from the Settlement Class, and their legal representatives, successors, or assigns.

Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies the Settlement Class for settlement purposes only.

5. The Court has read and considered the papers filed in support of this Motion for entry of the Final Approval Order, including the Settlement Agreement and Exhibits thereto and supporting declarations.

6. The Court held a Final Approval Hearing on \_\_\_\_\_, 2021, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

7. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives final approval of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, was entered into in good faith, and is in the best interests of the Settlement Class in light of the complexity, expense, and duration of the litigation and the risks involved in

establishing liability and damages in maintaining the class action through trial and appeal. The complex legal and factual posture of the Action, and the fact that the Settlement Agreement is the result of arms-length negotiations between experienced attorneys familiar with the legal and factual issues of this case, presided over by a neutral mediator, further support this finding.

8. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims against the Released Parties. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

9. The persons who are listed on Exhibit 1 to this Order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Approval Order.

10. For settlement purposes only, the Court confirms the appointment of Plaintiff Alexander Rosenbach as Class Representative of the Settlement Class.

11. For settlement purposes only, the Court confirms the appointment of the following Class Counsel, finding that they are experienced in class litigation and have adequately represented the Settlement Class:

BOCK HATCH & OPPENHEIM, LLC  
Attn.: Phillip A. Bock, Esq.  
134 N. La Salle St., Ste. 1000  
Chicago, IL 60602  
(312) 658-5501  
phil@classlawyers.com

PROGRESSIVE LAW GROUP, LLC  
Attn.: Mark Bulgarelli, Esq.  
1570 Oak Ave., Ste. 103  
Evanston, IL 60201

(312) 787-2717  
markb@progressivelaw.com

12. With respect to the Settlement Class, the Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Action.

13. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement Class and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

14. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement Agreement, which is incorporated herein and made a part of this Order.

15. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement).

16. In this Order:

a. “Released Claims” means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Illinois Biometric Information Privacy Act or other federal, state, local, statutory or common law, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the collection, capture, storage, use, profit from, possession, disclosure, and/or dissemination of biometric data, including all claims that were brought or could have been brought in the Action, belonging to any and all Releasing Parties. For the avoidance of doubt, Released Claims shall include any claims arising from: (a) Defendants’ continued possession of data generated by finger-scan entry gates on their computer servers through the Effective Date; and (b) the retention of data generated by finger-scan entry gates on computer server backups stored in physical or cloud form and controlled by Defendants after the Effective Date in accordance with their established backup retention schedules; provided, however, that Released Claims shall not include any claims arising from a breach or other misappropriation or wrongful use of such data.

b. “Released Parties” means Defendants and each of their past, present, and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents,

employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

c. “Releasing Parties” means Plaintiff and other Settlement Class Members and their respective past, present and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities. provided, however, that if one of the foregoing persons also is a Settlement Class Member who submits a timely and sufficient request to be excluded from the Settlement, that person is not a Releasing Party.

17. Upon the Effective Date, the Releasing Parties 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 any and all Released Claims against the Released Parties, or any of them.

18. The Court further adjudges that, upon entry of this Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith

settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. Plaintiff and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

20. The Court approves payment of attorneys' fees to Class Counsel in the total amount of \$12,000,000, allocated in the amount of 40% to Bock Hatch & Oppenheim, LLC, 54% to Progressive Law Group LLC in Illinois, and 6% to the Pollack Law Firm. The Court also approves Class Counsel's request for expense reimbursement of \_\_\_\_\_. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees and documented costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs, and expenses appropriate and reasonable for the following reasons. First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated in good faith at arm's-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award up to the amount sought.



21. The Court approves an incentive award in the amount of \$10,000 (Ten Thousand Hundred Dollars) to the Class Representative, and specifically finds such amount reasonable in light of the services Plaintiff performed for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

22. To the extent a *cy pres* award is made pursuant to the Settlement Agreement, each such award will be paid to the Lake County Bar Foundation, the Northern Illinois Food Bank, PADS Lake County, and the United Way of Lake County. The Lake County Bar Foundation shall receive 50% of the *cy pres* award, with the remaining 50% to be divided equally among the remaining charities.

23. Neither this Final Approval Order, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against either Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Approval Order is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by either Defendant or any of the other Released Parties. The Final Approval Order approving the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiff, the Settlement Class Members, or Defendant.

24. Any and all objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Approval Order and do not limit the rights of the Settlement Class Members.

26. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains 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.

**IT IS SO ORDERED.**

ENTERED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Judge Stacy L. Seneczko

**EXHIBIT F**

## **Biometric Data Retention and Destruction Schedule**

*This schedule governs the retention and destruction of data relating to your finger or fingers (“finger-scan data”) that was created when you used our biometric-enabled finger-scan entry gates at parks in the United States.*

**We will retain finger-scan data** on computer server backups stored in physical or cloud form and controlled by us in accordance with our established retention schedules for backup data. Under those schedules, all finger-scan data that currently is stored in backup data will be retained no longer than March 31, 2023, and will be permanently destroyed no later than that date.