

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is entered into by and between Plaintiff Luis Sanchez (“Plaintiff”), individually and on behalf of the Sanchez Class (as defined below), as Assignee of Visual Pak Company, Inc., and their respective heirs, executors, administrators, next of kin, trustees, beneficiaries, attorneys, agents, successors, and assigns (collectively, the “Sanchez Plaintiffs”), and The Charter Oak Fire Insurance Company and Travelers Property Casualty Company of America, and their agents, principals, officers, directors, attorneys, employees, direct and indirect parent entities, subsidiaries, successors, and assigns (collectively, “Travelers”). The Sanchez Plaintiffs and Travelers are sometimes referred to herein collectively as the “Parties” and singularly as a “Party.”

RECITALS

WHEREAS, Travelers is an insurance company that issued Commercial Insurance Policy number Y-660-2990P696-COF-12, to Visual Pak Company, Inc. (“Visual Pak”), effective December 15, 2012 to December 15, 2013.

WHEREAS, Travelers also issued Commercial Insurance Policy number Y-SLS-9D379053-COF-13, to Visual Pak, effective December 15, 2013 to January 1, 2014.

WHEREAS, Travelers also issued Commercial Insurance Policy number Y-SLS-1E670695-COF-14 to Visual Pak, effective January 1, 2014 to January 1, 2015.

WHEREAS, Travelers also issued Commercial Insurance Policy number Y-SLS-1E670695-COF-15 to Visual Pak, effective January 1, 2015 to January 1, 2016.

WHEREAS, Travelers also issued Commercial Insurance Policy number Y-SLS-1E670695-COF-16 to Visual Pak, effective January 1, 2016 to January 1, 2017.

WHEREAS, Travelers also issued Commercial Insurance Policy number Y-SLS-1E670695-COF-17 to Visual Pak, effective January 1, 2017 to January 1, 2018.

WHEREAS, Travelers also issued Commercial Excess Liability (Umbrella) Insurance policies for each of the above-referenced policy periods.

WHEREAS, the above-referenced policies are hereinafter referred to as the “Travelers Policies”.

WHEREAS, on February 27, 2018, Luis Sanchez filed a class action lawsuit against Visual Pak in the Circuit Court of Cook County, Illinois under Case No. 2018 CH 2651 (the “Underlying Lawsuit”) asserting claims for alleged violations of the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*;

WHEREAS, Visual Pak sought a defense and indemnity in connection with the Underlying Lawsuit from Travelers under the Travelers Policies;

WHEREAS, Travelers denied Visual Pak’s tender of the Underlying Lawsuit;

WHEREAS, Visual Pak subsequently resolved claims asserted in the Underlying Lawsuit against Visual Pak by agreeing to a Confession of Judgment in the total amount of \$23,000,000 on the condition that the Sanchez Class would not seek to collect \$19,500,000 of the judgment in exchange for an assignment of Visual Pak’s rights under the Travelers Policies (and other policies issued by other insurers), as well as an assignment to the Sanchez Class of any contract or tort causes of action that Visual Pak could assert against Travelers (and other insurers) arising from Travelers’ (and other insurers’) denial of coverage;

WHEREAS, Sanchez and Visual Pak entered into a “Class Action Settlement Agreement and Release” in the Underlying Lawsuit (the “Underlying Settlement Agreement”);

WHEREAS, the Underlying Settlement Agreement addressed the manner in which notice was to be provided to the putative class members, the administration of the settlement, the payment of \$3,500,000 to the benefit of the class members upon final approval of the settlement, and the assignment of Visual Pak’s rights under the Travelers Policies (and other policies) to the Sanchez Class;

WHEREAS, on August 10, 2021, the Circuit Court of Cook County, Chancery Division for the State of Illinois entered a Final Approval Order and Judgment in the Underlying Lawsuit approving the Underlying Settlement Agreement, and which Order certified with finality the Settlement Class for the Underlying Settlement Agreement. That Settlement Class, which will be referenced throughout this Agreement as the “Sanchez Class,” was defined as:

Class 1: All individuals who were directly employed by Visual Pak, ABF Labs, Inc., Advanced Packaging, LLC, American Blending & Filling Company, VPC, LLC, or VP Plastics and Engineering, Inc. in Illinois at any time between February 27, 2013 to the date of Preliminary Approval: (i) who provided a hand-scan, finger-scan or other biometric identifiers and/or biometric information for purposes of timekeeping, and (ii) who either did not sign a consent or who signed a consent but had previously provided hand or finger scans or had his or her biometric identifiers and/or biometric information collected, captured, received or otherwise obtained or disclosed before the execution of such consent (“Settlement Class 1”).

Class 2: All individuals who worked at Visual Pak, ABF Labs, Inc., Advanced Packaging, LLC, American Blending & Filling Company, VPC, LLC, or VP Plastics and Engineering, Inc. in Illinois through staffing agencies at any time between February 27, 2013 to the date of Preliminary Approval: (i) who provided a hand-scan, finger-scan or other biometric identifiers and/or biometric information for purposes of timekeeping, and (ii) who either did not sign a consent or who signed a consent but had previously provided hand or finger scans or had his or her

biometric identifiers and/or biometric information collected, captured, received or otherwise obtained or disclosed before the execution of such consent (“Settlement Class 2”).

There are approximately 583 “W2” or direct employees in Settlement Class 1 and approximately, 13,031 “staffed” workers in Settlement Class 2.

WHEREAS, on February 4, 2021, Travelers filed a Complaint for Declaratory Judgment against Visual Pak and Luis Sanchez in the Circuit Court of Cook County, Chancery Division, under Case No. 2021-CH-00573 (the “Coverage Action”);

WHEREAS, on October 13, 2023, the Court in the Coverage Action granted summary judgment: in favor of Mr. Sanchez on Counts I and II of the Complaint and Count I of the Counterclaim insofar as they relate to the Travelers Policies for the policy periods of December 15, 2012 through January 1, 2016; in favor of Travelers on Counts I and II of the Complaint and Count I of the Counterclaim insofar as they relate to the Travelers Policies for the policy periods of January 1, 2016 through January 1, 2018; and in favor of Travelers on Count II of the Counterclaim for estoppel;

WHEREAS, Travelers has filed a Notice of Appeal with the Appellate Court of Illinois, First District from the portion of the October 13, 2023 Order granting summary judgment in favor of Sanchez and Sanchez has filed a Notice of Cross-Appeal from the portion of the October 13, 2023 Order granting summary judgment in favor of Travelers (the “Appellate Court Action”);

WHEREAS, the Appellate Court Action remains pending;

WHEREAS, on March 5 and March 11, 2024, the Sanchez Plaintiffs and Travelers participated in mediation before the Honorable Thomas R. Allen (Ret.) of ADR Systems;

WHEREAS, the Parties, pursuant to the terms of this Settlement Agreement, have agreed to resolve and settle all claims and disputes, known or unknown, that the Parties may have against each other concerning or relating directly or indirectly to the Coverage Action;

WHEREAS, from January 1, 2018 through January 1, 2021, Visual Pak was issued general liability policies and umbrella policies by National Fire Insurance Company of Hartford and Continental Insurance Company (collectively referred to as “CNA Insurers”);

WHEREAS, on November 20, 2020, the CNA Insurers filed a Complaint for Declaratory Judgment against Visual Pak and Luis Sanchez in the Circuit Court of Cook County, Chancery Division, under Case No. 2020-CH-06897 (the “CNA Insurers’ Action”);

WHEREAS, the CNA Insurers’ Action remains pending and this Settlement Agreement does not release or otherwise impact the insurance policies issued by the CNA Insurers;

WHEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Sanchez Plaintiffs and Travelers that the claims released below shall be fully compromised, settled, and resolved on the terms and conditions set forth in this Settlement Agreement, as a good faith, fair, reasonable, and adequate settlement in consideration of the terms below and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged.

TERMS OF SETTLEMENT

DEFINITIONS

1. “**Court**” shall mean the Circuit Court of Cook County, Chancery Division, the Honorable Judge Neil H. Cohen presiding, or any judge who shall succeed him as the Judge assigned to the Underlying Lawsuit.

2. “**Class Counsel**” or “**Plaintiff’s Counsel**” means Stephan Zouras, LLC.

3. “**Confession of Judgment**” means the confession of judgment entered in the underlying lawsuit in the total amount of Nineteen Million, Five Hundred Thousand dollars (\$19,500,000.00).

4. “**Effective Date**” means the first business day after the date on which the Approval Order is entered by the Court. For purposes of this definition, the Approval Order becomes “final” when the Approval Order has been entered by the Court. In the event that the Court does not approve the Settlement Agreement and/or does not enter an Approval Order, then there shall be no Effective Date and this Settlement Agreement shall be null and void.

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

6. “**Fee Award**” means the attorneys’ fees and reimbursement of costs awarded to Class Counsel by the Court shall be paid from the Settlement Fund. Class Counsel agreed to limit their request for attorneys’ fees to thirty-three and 1/3 percent (33.3%) of the gross Settlement Fund. The approved Fee Award shall be payable within ten (10) calendar days after the Effective Date. Payment of the Fee Award shall be made via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer and relevant tax information.

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

8. “**Approval Order**” means the approval order to be entered by the Court approving the Settlement of the Coverage Action in accordance with this Settlement Agreement after the Approval Hearing.

9. “**Incentive Award**” means the proposed amount of seven thousand five hundred dollars (\$7,500.00) to be paid from the Settlement Fund to the Class Representative in return for the services he provided to the Settlement Class and to be approved at the Approval Hearing. Any award shall be paid from the Settlement Fund (in the form of a check to the Plaintiff by the Settlement Administrator) within twenty-eight (28) calendar days after the Effective Date.

10. “**Notice**” means the notice of the proposed Settlement and Approval Hearing approved by the Court, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement, fulfilling the requirements of Due Process and the Illinois Rules of Civil Procedure, and is substantially in the form of Exhibit A attached hereto.

11. “**Notice Date**” means the date by which the Notice is disseminated to the Settlement Class, which shall be a date no later than fourteen (14) calendar days after entry of the Approval Order.

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

13. “**Settlement Administrator**” means JND Legal Administration, subject to approval of the Court, which will: provide the Notice and Settlement Website; send the Settlement Payments to Settlement Class Members; report all necessary taxes; and, perform such other settlement administration matters set forth herein or contemplated by the Settlement.

14. “**Settlement Fund**” means: In exchange for the consideration provided herein, Travelers agrees to pay Nine Million Two Hundred and Fifty Thousand Dollars (\$9,250,000.00) for the benefit of the Sanchez Class. The payment shall be transmitted to the Escrow Account established by the Settlement Administrator directed by the Plaintiff and Class Counsel and approved by the Court for purposes of funding the Settlement Agreement. Within seven (7) calendar days after the entry of the Approval Order and receipt of Settlement Administrator instructions and a Form W-9, Travelers shall transmit Nine Million Two Hundred and Fifty Thousand Dollars (\$9,250,000.00) to the Escrow Account. The Settlement Fund shall satisfy all monetary obligations of Travelers under this Settlement Agreement, including Settlement Payments, Settlement Administration Expenses, Fee Award, the Incentive Award,

taxes, and any other payments or other monetary obligations contemplated by this Settlement Agreement.

15. “**Settlement Payment**” means the *pro rata* portion of the Settlement Fund, after deduction of any Fee Award, Incentive Award to the Plaintiff, and Settlement Administration Expenses.

16. “**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 and relevant court filings. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be www.visualpakistansettlement.com, or such other URL as Class Counsel may subsequently agree to.

SETTLEMENT PAYMENTS TO SETTLEMENT CLASS MEMBERS

17. Within seven (7) days after the entry of the Approval Order and receipt of Settlement Administrator instructions and a Form W-9 for the Settlement Administrator, Travelers shall pay to the Settlement Administrator the total sum of \$9,250,000.00 to create a Settlement Fund. Provided that the Approval Order is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy claims of the Class Members. If the Court requires additional notice to the Sanchez Class or other action related to this Settlement Agreement prior to entry of the Approval Order, the Parties shall cooperate to satisfy those requirements for entry of the Approval Order.

18. The funds provided by Travelers to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an FDIC insured interest-bearing account created and controlled by the Settlement Administrator.

19. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Travelers, less any Administrative Expenses paid to date. Plaintiff shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.

20. The Settlement Fund shall be used to pay (i) Settlement Class Members’ claims; (ii) a Service Award to the Class Representative (\$7,500.00); (iii) the Fee Award; and (iv) Administrative Expenses not to exceed \$90,000.00.

21. The Settlement Fund represents the total extent of Travelers’ monetary obligations under the Settlement Agreement. Travelers’ contributions to the Settlement Fund shall be fixed under this Section

and final. Travelers shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

22. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the identity of the Released Parties, the scope of the Settlement Class, and the amount of the Settlement Fund.

23. The Settlement Fund shall be allocated on a pro rata basis to each Settlement Class Member as follows:

- a. Approximately \$1,303.10 per member of Class 1 less pro rata reductions for Class Counsel's Fee Award, Service Award to the Class Representative, and Administrative Expenses; and,
- b. Approximately \$651.54 per member of Class 2 less pro rata reductions for Class Counsel's Fee Award, Service Award to the Class Representative, and Administrative Expenses.

24. Settlement Class Members shall receive their shares of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

25. Within fourteen (14) calendar days after the Approval Order, the Settlement Administrator shall send a check by First Class U.S. Mail to each Class Member, including Plaintiff, equal to each Settlement Class member's pro rata share of the Settlement Fund, less Administrative Expenses paid to the Settlement Administrator, the Service Award to the Class Representative and the Fee Award to Class Counsel.

26. Any uncashed amounts from the Settlement Fund (including checks disbursed to Settlement Class Members that are uncashed for any reason within 120 days of issuance of the check) will be void. The remaining uncashed check amounts will be allocated in a second distribution as follows: (i) 66.6% will be redistributed to class members who cashed their checks, and (ii) 33.3% to Travelers. Any uncashed check amounts remaining from the second distribution to the class members will go to the *cy pres* recipient, Equip for Equality.

27. Settlement Class Members may request replacement checks within the (120) calendar day period after initial issuance, but such checks will not extend the (120) calendar day check cashing period from the date checks were originally issued.

METHODS AND FORM OF NOTICE

28. The Notice shall include the best notice practicable, including but not limited to:

- a. **Direct Notice:** The Settlement Administrator shall send Notice via First Class U.S. Mail and e-mail (for whom an email address is available and provided) substantially in the form attached as Exhibit A to all persons in the Settlement Class no later than the Notice Date.
- b. **Internet Notice:** The Settlement Administrator will develop, host, administer and maintain a Settlement Website containing the notice substantially in the form of Exhibit A attached hereto no later than the Notice Date.

APPROVAL ORDER

29. **Approval Hearing:** 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 Approval Order, which shall include, among other provisions, a request that the Court:

- a. Approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;
- b. Approve the form and content of the Notice and the method of its dissemination to members of the Settlement Class; and
- c. Approve the application for a Fee Award and Incentive Award to the Class Representative, and to enter the Approval Order approving this Settlement Agreement and dismissing the Coverage Action with prejudice.
- d. Find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached exhibits;
- e. Approve the Settlement Agreement as fair, reasonable and adequate as to, and in the best interest 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;
- f. 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, (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 the Illinois Rules of Civil Procedure;
- g. Incorporate the Release set forth herein and make the Release effective as of the Effective Date;

- h. Permanently bar and enjoin all Settlement Class Members 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 Release;
- i. 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 (i) shall be consistent in all material respects with the Approval Order, and (ii) do not limit the rights of Settlement Class Members;
- j. Without affecting the finality of the 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 Approval Order; and,
- k. Incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

30. Procedure for Administering Settlement:

- a. **Class List:** JND will use the updated class list that was used to administer the settlement in the *Sanchez v. Visual Pak* case.
- b. **Notice:** The Notice, which shall be substantially in the form of Exhibit A attached hereto, shall be used for the purpose of informing Settlement Class Members, that there is a pending Settlement. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. Within fourteen (14) days of entry of the Approval Order, individual notice shall be sent via US Mail and e-mail (substantially in the form of Exhibit A). For all mailings returned as undeliverable, the Settlement Administrator shall perform a reverse look-up to find updated addresses and will cause the Notice mailing to be re-mailed to those members of the Settlement Class.

31. The Parties agree that the Plaintiff and Class Counsel shall be responsible for seeking approval in the Underlying Lawsuit to distribute the Settlement Payments.

32. In the event the Court in the Underlying Lawsuit denies the motion to seek approval of the distribution of the Settlement Payment, for any reason, the Parties agree to use their best efforts to effectuate the terms of this Settlement Agreement. Those efforts may include the Sanchez Plaintiffs filing an amended motion with the Court in the Underlying Lawsuit to seek approval for the distribution of the Settlement Payment or seeking assistance from the mediator (Ret. Judge Thomas Allen of ADR Systems). But if the Parties are unable to reach agreement, the Settlement Agreement is void, and the Parties will be returned to their positions as if the Settlement Agreement had not been entered into.

33. **Release:** In consideration of the payment of the Settlement Fund and the releases, agreements, and covenants contained in this Agreement, the Sanchez Plaintiffs, on their own behalf and on behalf of all of their past, present, and future agents, representatives, trustees, employees, attorneys, partners, successors, heirs, executors, administrators, principals, assigns, and all other persons claiming rights through them, covenant and agree to fully, irrevocably and forever release and discharge Travelers, along with its insurers and reinsurers (collectively, the “Released Parties”), from any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, causes of action, rights, actions, lien rights, demands, liabilities, 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, related in any way to, arising out of or in connection with the Underlying Lawsuit, the Underlying Settlement Agreement, the Coverage Action, the Appellate Court Action and the Travelers Policies as described herein. Upon entry of the Approval Order, the Parties will file a motion dismissing with prejudice the Coverage Action and Appellate Court Action without fees or costs to any Party except as provided in this Settlement Agreement.

34. Nothing in this Agreement releases the CNA Insurers or precludes Sanchez, his counsel or class from recovering the remainder of the Confession of Judgment (\$10,250,000) from non-released Parties including but not limited to any CNA Insurance Policies or the CNA Insurers which provided coverage during the class period. The balance of the Confession of Judgment remains valid and enforceable against any and all non-released Parties.

35. **No Admission of Liability:** This Settlement Agreement is executed by the Sanchez Plaintiffs and Travelers for the sole purpose of compromising and settling all matters between them with respect to the Coverage Action and the Travelers Policies as expressly noted herein, and it is expressly understood and agreed as a condition hereof, that this Settlement Agreement shall not constitute or be construed as an admission of liability, coverage, negligence or bad faith on the part of Travelers.

36. **Representations:** The Sanchez Plaintiffs and Travelers represent that they have: (1) read this entire Settlement Agreement and understand its terms; (2) have been given a reasonable and adequate period of time to consider this Settlement Agreement before signing it; (3) fully understand the terms and effects of this Settlement Agreement; (4) fully understand their right to discuss all aspects of the Settlement Agreement with their attorneys and have availed themselves of this right; (5) are voluntarily executing this Settlement Agreement by their own free act and deed; and (6) understand that no payment or consideration has been promised to the Sanchez Plaintiffs or Travelers for entering into and signing this Settlement Agreement which is not specified in this Settlement Agreement. Each further represents that the individual signing this Settlement Agreement on its behalf has full authority to bind it to the terms of the Settlement Agreement and is signing the Settlement Agreement as each respective duly authorized agent or representative.

37. **Real Parties in Interest:** The Plaintiff, on behalf of the Sanchez Plaintiffs, and Travelers represent and warrant that they are the only persons or entities having any interest in the claims released by this Settlement Agreement. Moreover, the Sanchez Plaintiffs and Travelers represent that no portion of these claims have been assigned, granted, or transferred in any way to any other person or entity.

38. **Binding on Successors:** This Settlement Agreement binds and benefits the Sanchez Plaintiffs' and Travelers' respective successors, assigns, legatees, heirs, and personal representatives.

39. **Entire Agreement:** This Settlement Agreement constitutes the full and complete agreement of the Sanchez Plaintiffs and Travelers and supersedes any and all prior understandings, promises, representations and agreements, oral or written, with respect to the subject matter hereof.

40. **Severability:** The invalidity of any provision of this Settlement Agreement shall not affect the validity and enforceability of the remaining provisions of this Settlement Agreement or its terms or interpretations.

41. **Construction and Interpretation:** Neither the Sanchez Plaintiffs nor Travelers, nor any of their attorneys will be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision in this Settlement Agreement in any judicial or other proceeding that may arise between them. This Settlement Agreement has been, and must be construed to have been, drafted by the Sanchez Plaintiffs and Travelers so that any rule that construes ambiguities against the drafter will have no force or effect.

42. **Modifications and Amendments:** No amendment, change, modification, or waiver of the provisions of this Settlement Agreement will be valid unless signed in writing by a duly authorized representative of the Sanchez Plaintiffs or Travelers or their counsel.

43. **Further Assurances:** The Sanchez Plaintiffs and Travelers must execute and deliver any additional papers, documents or other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out this Settlement Agreement's expressed intent.

44. **Agreement Not Admissible:** The Sanchez Plaintiffs and Travelers agree that the Settlement Agreement is inadmissible in any litigation other than an action for approval and/or enforcement of the terms of the Settlement Agreement.

45. **Execution Date:** This Settlement Agreement is deemed executed on the date that the last signature is placed on this Settlement Agreement and this Settlement Agreement shall be effective as of such date.

46. **Counterparts:** This Settlement Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitute one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies, PDFs, DocuSign, or facsimiles of executed copies of this Settlement Agreement may be treated as originals.

47. **Choice of Law:** This Agreement shall be governed, in all respects, by the laws of the State of Illinois, irrespective of its choice of law rules.

48. **Notices:** All notices or other communications that the Sanchez Plaintiffs or Travelers desire or are required to give shall be given in writing and shall be deemed to have been given if hand-delivered, emailed or mailed with return receipt requested by depositing in the United States mail, postage prepaid, to the other at the address noted below, or at such other address as the Plaintiff or Travelers may designate in writing from time to time:

As to Travelers:

Karen M. Dixon
Skarzynski Marick & Black LLP
350 N. Clark Street
Suite 3650
Chicago, IL 60654
Telephone: (312) 946-4233
Email: kdixon@skarzynski.com

As to the Sanchez Class:

Ryan F. Stephan
Stephan Zouras, LLC
222 W. Adams Street
Suite 2020
Chicago, IL 60606
Telephone: (312) 233-1550
Email: rstephan@stephanzouras.com

IN WITNESS WHEREOF, TRAVELERS, and the Plaintiff execute the Settlement Agreement on the dates set forth below their signatures:

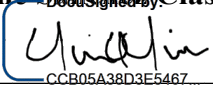
The Charter Oak Fire Insurance Company and Travelers Property Casualty Company of

America
DocuSigned by:

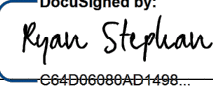
By: _____
D2648C7B7F5D4BC...

Printed Name: Jenny Sautter
Title: Claim Professional
Date: 5/9/2024

**LUIS SANCHEZ, individually and on behalf
of the Sanchez Class, as Assignee Visual Pak Company, Inc.**

DocuSigned by:

By: CCB05A38D3E5467
Printed Name: Luis Sanchez
Title: Plaintif
Date: 5/9/2024

STEPHAN ZOURAS LLC

DocuSigned by:

By: C64D06080AD1498...
Printed Name: Ryan Stephan
Title: owner
Date: 5/9/2024