

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CHICAGO CAR CARE INC.,	)	
on behalf of Plaintiff and	)	
the class members defined herein,	)	
	)	
Plaintiff,	)	
	)	19 C 7687
v.	)	
	)	Magistrate Judge Harjani
A.R.R. ENTERPRISES, INC.	)	
	)	
Defendant.	)	

**SETTLEMENT AGREEMENT**

**RECITALS AND DEFINITIONS**

A. Parties. Plaintiff Chicago Car Care Inc. (“Plaintiff”) individually and as representative of the settlement class of persons defined below in section 5 (the “Settlement Class”), and Defendant A.R.R. Enterprises, Inc. (“ARR” or “Defendant”) enter into this Settlement Agreement (“Settlement Agreement”). Plaintiff and Defendant are collectively referred to as the Parties.

B. Nature of Case. In the lawsuit, captioned *Chicago Car Care Inc. v. A.R.R. Enterprises, Inc., et al.*, United States District Court, Northern District of Illinois, Eastern Division, docket number 1:19-cv-07687, (the “Litigation”), Plaintiff alleges that Defendant violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. (“TCPA”), by sending unsolicited advertisements via facsimile to Plaintiff and a nationwide class of individuals and entities.

C. Denial of Liability. Defendant denies violating the TCPA, and further denies any liability to Plaintiff and the Settlement Class for the claims alleged. Defendant desires to settle the

claims solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims, known or unknown, asserted or unasserted, actual or contingent, that have been or might have been asserted by the Plaintiff or the Settlement Class against it concerning the matters alleged in the complaint in the Litigation.

D. “Settlement Class Counsel” means Edelman, Combs, Lattuner & Goodwin, LLC.

E. “Settlement Class” means all persons with fax numbers, who on June 7, 2017, were sent transmissions in the form of Exhibit A, sent by or on behalf of ARR and received on a traditional fax machine or otherwise.

F. “Plaintiff” means Chicago Car Care Inc.

G. “Released Parties” means, Defendant and its predecessors, parents, subsidiaries, affiliates, principals, successors, assigns, officers, members, directors, insurers, employees, (in such capacities as they relate to the actions that are the subject of the Litigation). The Parties expressly agree that all of these persons and entities that are not signatories to this Settlement Agreement are intended third-party beneficiaries of this Settlement Agreement.

H. “Settlement Class Administrator” means Class-Settlement.com. The Settlement Class Administrator shall issue notice to the Settlement Class Members and to administer the settlement.

I. “Settlement Class Member(s)” means Plaintiff and any member of the Settlement Class who does not opt out and is not otherwise excluded from the Settlement Class by the Court.

J. “Released Claims” means any and all causes of action, suits, claims, or demands, in law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen at this time, or at the time the claims asserted in the Litigation arose, which Plaintiff

or any other Settlement Class Members now have, did have, or may have against the Released Parties, whether or not alleged in the Litigation, and any similar legal theory related to or arising from the receipt of unsolicited advertisements in the form of Exhibit A by facsimile. This includes any and all claims that were asserted or could have been asserted against the Released Parties in the Litigation.

K. Plaintiff's Desire to Settle. Plaintiff, individually and on behalf of the Settlement Class (as defined above), desires to settle its respective claims and class claims against Defendant, having taken into account through Plaintiff's counsel the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that further litigation will be protracted and expensive. Plaintiff represents and warrants that it owned or leased the facsimile machines which received the faxes at issue in the Litigation at the time the faxes were received. The warranties and representations made in this Settlement Agreement survive the execution of this Settlement Agreement.

L. Investigation. Plaintiff's counsel state that they have investigated the facts and the applicable law. The Parties also participated in a settlement conference before Magistrate Judge Harjani on October 22, 2021. Based on the foregoing, and upon an analysis of the benefits afforded by this Settlement Agreement, Plaintiff's counsel consider it to be in the best interests of the Settlement Class to enter into this Settlement Agreement.

M. Agreement. In consideration of the foregoing and other valuable consideration, Plaintiff, Plaintiff's counsel and Defendant agree to settle the claims of the Plaintiff and the Settlement Class, the Released Claims, subject to the Court's approval, on the following terms and conditions.

## TERMS

1. Incorporation of Recitals and Definitions. The recitals and definitions set forth above are incorporated into this Settlement Agreement.

2. Effective Date. The Settlement Agreement shall become effective (hereinafter the “Effective Date”) upon the occurrence of all of the following: (a) the Court’s entry of a Final Approval Order substantially in the form of Exhibit 3, and (b) the expiration of five business (5) days after the date the Final Approval Order becomes final and non-appealable.

3. Certification of Settlement Class. Solely for the purposes of settlement, the parties stipulate to the certification of the Settlement Class. The Parties agree to propose that Plaintiff Chicago Car Care Inc. shall be appointed a class representative and that Daniel A. Edelman and Heather Kolbus of Edelman, Combs, Lattuner & Goodwin, LLC shall be appointed Settlement Class Counsel. The Settlement Class shall be certified pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate this settlement of the Litigation. If this Settlement Agreement is not approved by the Court or is terminated pursuant to its terms or for any other reason, or is disapproved in a final order by any court of competent jurisdiction, (a) any order certifying the Settlement Class and all preliminary and/or final findings or stipulations regarding certification of the Settlement Class shall be automatically vacated upon notice to the Court of this Settlement Agreement’s termination or disapproval; (b) the Litigation will proceed as though the Settlement Class had never been certified and any related findings or stipulations had never been made and neither this Settlement Agreement, nor any of its Exhibits, nor any other associated settlement

document may be used in seeking class certification; and (c) Defendant reserves all procedural or substantive rights as of the date of execution of this Settlement Agreement.

4. Identification of Settlement Class Members. Defendant stipulates that, based on a review of the records available to it, and after conducting a reasonable investigation of available information and records, including from discovery conducted, that 5,647 transmissions were successfully made by or on behalf of Defendant using the Openfax broadcast platform, which Plaintiff asserts are unsolicited facsimile advertisements as defined in the TCPA. Defendant agrees to provide to the Settlement Class Administrator the list of 5,647 recipients (the “Fax List”); Plaintiff also obtained this list from Openfax through discovery in the Litigation.

5. Relief to Plaintiff and the Settlement Class. The following relief shall be provided to Plaintiff and the Settlement Class, subject to the Court’s approval:

- a. Defendant shall create a \$315,000.00 Settlement Fund (“Settlement Fund”) which shall be distributed as set forth below. The entire Settlement Fund will be paid out and there will be no reverter to Defendant;
- b. Notice and administration expenses will be paid from the Settlement Fund. The Parties anticipate that notice and administration expenses will total to \$15,340.00. Any notice or administrative expenses, including any beyond \$15,340.00, will be paid out of the Settlement Fund. The Settlement Fund less notice and administrative expenses is the Net Settlement Fund; and
- c. After the notice and administration expenses are deducted from the Settlement Fund, the Net Settlement Fund shall be apportioned as follows:
  - i. Subject to Court approval, \$10,000.00 shall be paid to Plaintiff as an incentive award in recognition of its services as class representative, in addition to its recovery as a class member;
  - ii. The amount awarded by the Court to Settlement Class Counsel for its attorney’s fees and costs, which fees and costs shall not be sought in an amount greater than 1/3 of the Net Settlement Fund;
- d. The Net Settlement Fund less the incentive award set forth in section 5(c)(i) of this Settlement Agreement and the attorney’s fees and costs

award set forth in section 5(c)(ii) of this Settlement Agreement is the “Settlement Class Recovery”; and

- i. Each member of the Settlement Class who submits a valid claim form will receive a check for a pro rata distribution of the Settlement Class Recovery (“Initial Distribution”) per successful transmission. In calculating the pro rata distribution, the total number of successful transmissions shall be divided into the Settlement Class Recovery to yield a “share.” Each share shall permit a Settlement Class Member to be paid by check a cash benefit equal to the net of the Settlement Class Recovery divided by the total number of shares allocated to all Settlement Class Members.
- ii. If after the Initial Distribution there is sufficient money remaining in the Settlement Class Recovery to pay each Settlement Class Member who cashed his/her/its Initial Distribution a minimum of \$15.00 each, then there shall be a second pro rata distribution of the Settlement Class Recovery to the Settlement Class Members (the “Second Distribution”) to be calculated in the same manner as set forth in section 5(d)(i) of this Settlement Agreement. The Second Distribution shall occur 30 days after the void date on the Initial Distribution checks expire.
- iii. If after the Initial Distribution there is not sufficient money remaining in the Settlement Class Recovery to make a Second Distribution as provided in section 5(d)(ii) of this Settlement Agreement, such money remaining in the Settlement Class Recovery shall be distributed to one or more *cy pres* charities, subject to court approval, consistent with section 10 below.
- iv. All pro rata distribution check payments of the Settlement Class Recovery, whether Initial Distributions or Second Distributions or otherwise, shall be mailed via first-class mail, consistent with section 6 below.

6. Any award of attorneys’ fees and costs and incentive award to Plaintiff which are approved by the Court may be distributed to them within fourteen (14) days following the Effective Date. Within thirty (30) days following the Effective Date, the Settlement Class Administrator shall distribute the Settlement Class Recovery to the Settlement Class Members who have submitted timely and valid claim forms in accordance with this Settlement Agreement. In the

event that (i) the Settlement Agreement is terminated pursuant to its terms; (ii) Defendant withdraws from the Settlement Agreement; (iii) the Settlement Agreement does not become effective as set forth in section 2 of this Settlement Agreement; or (iv) the Final Approval Order is reversed, vacated, or modified in any material respect which is not mutually acceptable to the Parties, then Settlement Class Counsel or the Settlement Class Administrator shall return within three (3) business days following the event all funds paid or otherwise received from the Settlement Fund, less any reasonable costs (which shall not exceed \$15,340.00) that were incurred before any of the aforementioned events occurred and in good faith to issue notice to the Settlement Class Members to Defendant's Counsel, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

7. Settlement Class Members shall have sixty (60) days to submit a claim form, to opt out or object to the proposed settlement, after notice is initially sent by fax.

8. Settlement Class Administrator costs associated with notice, administration and distribution of the Settlement Class Recovery shall be paid as set forth in section 5(b) of this Settlement Agreement. Defendant shall advance the costs of notice and administration up to a maximum of \$15,340.00 from the Settlement Fund to the Settlement Class Administrator 14 days after entry of the Preliminary Approval Order.

9. The Settlement Class Recovery checks issued to the Settlement Class Members (both Initial Distributions and Second Distributions, if any) will be void after 60 days from the date of issuance. Any Settlement Class Member who does not deposit or negotiate the settlement payment check issued to such Settlement Class Member within 60 days of the date of issuance of the settlement payment check, agrees that such Settlement Class Member rescinds and withdraws

his, her or its claim for monetary compensation under this Settlement Agreement but remains a member of the Settlement Class and is bound by the terms of this Settlement Agreement.

10. Undistributed Settlement Funds. Within thirty (30) days after the last void date of all Settlement Class Recovery checks (both Initial Distributions and Second Distributions, if any) issued to Settlement Class Members, the Settlement Class Administrator will report to the Parties if there are any uncashed checks or unclaimed or undistributed amounts remaining in the Settlement Class Recovery. Any such unclaimed or undistributed amounts remaining in the Settlement Class Recovery after all payments required under this Settlement Agreement have been made shall be distributed to one or more *cy pres* charities selected by the parties, subject to court approval. The parties shall identify and submit a memorandum in support of their respective *cy pres* recipient at the time of the final approval of the settlement. In no event shall undistributed Settlement Class Recovery funds revert to Defendant. Any distribution to the court approved *cy pres* recipient(s) shall occur no earlier than forty-five (45) days after expiration of the void dates on all settlement checks (both Initial Distributions and Second Distributions, if any) issued to Settlement Class Members.

11. Release. On the Effective Date, Plaintiff and the Settlement Class Members who have not opted out or been otherwise excluded from the Settlement Class shall be deemed to have fully and finally released and discharged the Released Parties from any and all liability for the Released Claims.

This Settlement Agreement may be pleaded as a full and complete defense by each and any of the Released Parties to any action, suit, or other proceeding that may be instituted or prosecuted with respect to the Released Claims. Without admitting that California law or the laws of any other



state apply to this Settlement Agreement or that the release provided herein by Plaintiff and the Settlement Class is a general release, the Parties agree that upon the Effective Date, the Settlement Class shall be deemed to have waived and shall have expressly waived the provisions and benefits of California Civil Code §1542 relating to the Released Claims, which section provides:

A general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Further, Plaintiff and the Settlement Class expressly waive any and all provisions and rights or benefits relating to the Released Claims which may be conferred upon them by any law, statute, ordinance, rule, order, or regulation which is similar, comparable, or equivalent to California Civil Code §1542. Further, Plaintiff and the Settlement Class understand and acknowledge the significance of these waivers and relinquishment of California Civil Code §1542 and similar federal and state statutes, ordinances, rules, regulations, orders, or law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiff and the Settlement Class understand and acknowledge that they are aware they may hereafter discover facts in addition to, or different from, those facts that they know or believe to be true with respect to the subject matter of the Litigation, and this Settlement Agreement. Nonetheless, it is the intention of Plaintiff and the Settlement Class to fully, finally, and forever release and discharge each and every of the Released Parties from all Released Claims, and in furtherance of such intention, the release and discharge of each and every of the Released Parties from all Released Claims will be and remain in effect notwithstanding the discovery by any person of, or existence of, any such additional or different facts. It is the intent of the Parties that this Settlement Agreement will fully, finally, and

forever dispose of the Litigation, which shall be dismissed with prejudice, and any and all Released Claims against each and any of the Released Parties.

12. If this Settlement Agreement is not approved by the Court or for any reason does not become effective as set forth in section 2, it shall be deemed null and void and shall be without prejudice to the rights of the parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

13. Attorneys' Fees, Notice Costs and Related Matters. The Settlement Class Administrator will administer the Net Settlement Fund and the Settlement Class Recovery for the benefit of the Settlement Class. Settlement Class Counsel will request approval from the Court for attorneys' fees in an amount not to exceed 1/3 of the Net Settlement Fund as set forth in section 5(c)(ii) of this Settlement Agreement. Settlement Class Counsel will not request additional fees or costs from Defendant other than the above-referenced sums. Settlement Class Counsel shall file a fee petition at least thirty (30) days prior to the deadline set by the Court in the Preliminary Approval Order to submit claims, opt out, or object to the Settlement Agreement. Settlement Class Counsel shall file an accounting detailing the disbursement of the Net Settlement Fund and the Settlement Class Recovery at least thirty (30) days following any cy pres payments or on the date set by the Court in the Final Approval Order.

14. Notice. Within 5 days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class Administrator with the Fax List in MS Word or Excel format. The Fax List shall also contain the number of transmissions sent to each unique fax number and any names of the Settlement Class Members. Within 35 days following entry of the Preliminary Approval Order, the Settlement Class Administrator shall cause the Notice and Claim Form in the

form of Exhibit 1 (the “Notice and Claim Form”) to be sent to all persons in the Settlement Class as set forth herein. Such Notice and Claim Form shall comport with Rule 23 of the Federal Rules of Civil Procedure.

15. The Class Notice was developed in consultation with the Settlement Class Administrator and includes:

a. Facsimile Notice. Subject to the Court’s approval, within thirty-five (35) days following entry of the Preliminary Approval Order, the Settlement Class Administrator shall cause the Notice and Claim Form to be sent to the facsimile numbers on the Fax List. The Settlement Class Administrator shall perform all steps deemed appropriate by the Settlement Class Administrator and reasonable by the Parties in an attempt to identify complete and current facsimile information for the Settlement Class Members. The Settlement Class Administrator shall make at least 2 additional attempts to transmit the Notice and Claim Form by facsimile to those numbers where the initial transmission failed.

b. Mail Notice. After a total of three unsuccessful attempts to transmit the Notice and Claim Form to a Settlement Class Member by fax, the Settlement Class Administrator shall determine if a valid mailing address is ascertainable for those fax numbers on the Fax List. If a mailing address is ascertainable, the Settlement Class Administrator shall mail the Notice and Claim Form to the Settlement Class Member via First Class U.S. mail, with a request for forwarding addresses, to the address ascertained by the Settlement Class Administrator that is associated with the fax number of the Settlement Class Member identified on the Fax List. The Settlement Class Administrator shall check each address against the United States Post Office National Change of Address Database (“NCOA”) prior to mailing. In the event a Notice and Claim

Form is returned as undeliverable and a forwarding address is provided, the Settlement Class Administrator shall forward any such returned Notice and Claim Form to the address provided as soon as practicable. In the event that a Notice and Claim Form is returned as undeliverable and without a forwarding address, the Settlement Class Administrator shall make a reasonable attempt to locate an alternative address and/or cure the address deficiency and mail the notice as soon as practicable.

c. Settlement Website. The Settlement Class Administrator shall create, maintain, operate and host a dedicated website to assist in the administration of this Settlement Agreement (the “Settlement Website”). Settlement Class Members may also provide updated or corrected address information by fax to the Settlement Class Administrator. The Settlement Website shall provide the Settlement Class Members access to copies of the complaint, Exhibit A to the complaint, answer, this Settlement Agreement, without exhibits, the Notice and Claim Form, the Motion for Preliminary Approval, the Preliminary Approval Order, and the Settlement Class Counsel’s fee petition set forth in section 13 of this Settlement Agreement. The name of the Settlement Website shall include “ARR.” Settlement Class Counsel will also post the Notice but not the Claim Form, Exhibit A to the complaint and the Settlement Agreement (excluding exhibits), on their firm’s website at the sole expense of Settlement Class Counsel. Settlement Class Counsel or the Settlement Class Administrator shall provide any Settlement Class Member who contacts either of them and requests a copy of the Notice and Claim Form (Exhibit 1). Settlement Class Members will have sixty (60) days from the date the Notice and Claim Form is initially sent by fax to submit a Claim Form to the Settlement Class Administrator.

Settlement Class Counsel and/or the Settlement Class Administrator shall retain all documents and records generated during the administration of the settlement including records of notice given to Settlement Class Members, returned mail, records of undelivered mail, Claim Forms, and payment to Settlement Class Members for a period of one year following the issuance of the Final Approval Order, and the expiration of all deadlines for appeal therefrom. Defendant may inspect such documents, upon reasonable request by its counsel. The Fax List and all other documents and records generated during the administration of the settlement shall be used solely for purposes consistent with notice and administration of this settlement and for no other purpose.

Defendant and its Counsel will be responsible for serving the required CAFA Notice within ten (10) days after the filing of the Preliminary Approval Motion at its own expense. Defendant's counsel shall file a Notice of CAFA Compliance declaration within thirty-five (35) days after entry of the Preliminary Approval Order.

The Settlement Class Administrator shall prepare and execute a declaration attesting to compliance with the notice requirements of this Settlement Agreement and the Preliminary Approval Order. Such declaration shall be provided to Settlement Class Counsel and counsel for Defendant, and filed with the Court on the date set forth in the Preliminary Approval Order.

16. Claim Validation. The Settlement Class Administrator shall match the fax number provided by the Settlement Class Member on a returned Claim Form to the fax numbers on the Fax List. The Settlement Claims Administrator shall also determine whether the claim is a duplicate, whether the Claim Form is signed and examine the claim form for completeness and validity. If the fax number(s) does not match, then the Settlement Class Administrator shall follow-up with the Settlement Class Member and inquire if such Settlement Class Member employed

other fax numbers during the Class Period (to ascertain if any different fax number is a number on the Fax List), in an effort to determine whether the claim is a valid claim.

If the fax number or fax numbers provided on a Claim Form do not match a fax number on the Fax List, and the follow-up with the Settlement Class Member has not resolved the issue, the Settlement Class Administrator may disallow the claim. If the Settlement Class Administrator intends to disallow a claim, the Settlement Class Administrator must communicate its intention to the Settlement Class Member, Settlement Class Counsel, and counsel for Defendant, and allow Settlement Class Counsel and counsel for Defendant an opportunity to investigate the basis for disallowing the claim before a claim is disallowed. In the event the Parties disagree as to the validity of any Claim Form or whether to disallow a claim, then Settlement Class Counsel will present the disputed claim to the Court for resolution; counsel for Defendant shall also have an opportunity to address the disputed claim with the Court. Settlement Class Members may have two (2) weeks following the deadline to submit claims forms or such other time as agreed upon by the Parties, to cure any deficient or otherwise invalid claims. Any decision to disallow a claim must be determined at least two (2) weeks prior to the time plaintiff has to file a memorandum in support of final approval of the settlement.

17. a. Initial Distribution. Settlement Class Members submitting timely and valid Claim Forms and who do not opt out shall be paid a pro rata share per fax transmission of the Settlement Class Recovery in accordance with this Settlement Agreement for each unique facsimile number as set forth in section 5(d)(i).

b. Second Distribution. If there is sufficient money remaining in the Settlement Class Recovery to pay at least \$15.00 to each Settlement Class Member who timely

cashed his/her/its Initial Distribution, then such remaining Settlement Class Recovery will be distributed on a pro rata basis to those Settlement Class Members who cashed his/her/its Initial Distribution as the Second Distribution set forth in section 5(d)(ii).

c. W-9 Collection. In the event Settlement Class Members will recover more than \$599.99, then such Settlement Class Members may be required to submit a W-9 form. The W-9 forms will be issued to Settlement Class Members by the Settlement Class Administrator as required within twenty-one (21) days after entry of the Final Approval Order and before any settlement checks are issued. W-9 forms will also be available to submit on the Settlement Class Administrator's secure settlement website. Settlement Class Members will have thirty (30) days to respond to a request to complete a W-9 form. If a Settlement Class Member does not submit a W-9 form, the Settlement Class Administrator will reduce their settlement payment to \$599.99. If W-9 forms need to be collected, certain dates set forth in sections 6, 9, and 10 are reset and calculated as follows: within thirty (30) days following the expiration of time for Settlement Class Members to complete a W-9 form, the Settlement Class Administrator shall distribute the Settlement Class Recovery to the Settlement Class Members who have submitted valid Claim Forms in accordance with section 16 of this Settlement Agreement; settlement checks to the Settlement Class Members will be void sixty (60) days from date of issuance; and within thirty (30) days following the void date on the Settlement Class Members' checks, any uncashed checks or unclaimed or undistributed funds, the disposition of which will be determined by the Court, will be disbursed.

18. Right to Object. Any Settlement Class Member may object to the Settlement

Agreement and appear in person or through counsel, at his, her or its own expense. The deadline to object shall be set by the Court in the Preliminary Approval Order and the Parties shall propose that it be filed in Court and served by U.S. mail postmarked to Settlement Class Counsel and Defendant's Counsel sixty (60) days after notice is initially sent by fax. Any Settlement Class Member may object to the Settlement Agreement by filing with the Court and mailing a copy of the objection to Settlement Class Counsel and Defendant's Counsel. Any objection must include: (a) the name (or business name, if the objector is an entity), address, and fax number to which the fax(es) were sent; (b) a signed statement of the objection to the Settlement Agreement; (c) an explanation of the legal and factual basis for the objection; and (d) documentation, if any, to support the objection.

19. Right of Exclusion. The Notice shall contain information about how a Settlement Class Member may request to be excluded from the Settlement Agreement. The deadline to request to be excluded from the Settlement Agreement shall be set by the Court in the Preliminary Approval Order and the Parties shall propose that it be at least sixty (60) days after notice is sent. All persons in the Settlement Class who properly submit a timely written request for exclusion from the Settlement Class shall be excluded from the Settlement Class and shall have no rights as Settlement Class Members pursuant to this Settlement Agreement. A request for exclusion must be in writing and state the name, address, and fax number (to which the fax(es) were sent) of the person(s) or entity seeking exclusion. Each request must also contain a signed statement providing that: "I/we hereby request that I/we be excluded from the proposed Settlement Class in the Litigation." The request must be mailed to Settlement Class Counsel or the Settlement Class Administrator at the address provided in the notice and postmarked on such date as set by the



Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the notice, or that is not postmarked within the time specified, shall be invalid and the person(s) serving such a request shall remain a Settlement Class Member and shall be bound by the terms of the Settlement Agreement, if approved. Settlement Class Members shall have sixty (60) days from the date notice is initially sent by fax to opt out of the Settlement.

20. Preliminary Approval. As soon as practicable after execution of this Settlement Agreement, and by December 22, 2021, or such time as ordered by the Court, Settlement Class Counsel shall file a Motion for Preliminary Approval of this Settlement Agreement and shall present such motion to the Court requesting the entry of a Preliminary Approval Order substantially in the form of Exhibit 2 or in such other form which is mutually acceptable to the Parties.

21. Final Approval. Settlement Class Counsel shall file a memorandum in support of final approval of the settlement, which shall include Settlement Class Counsel's request for an award of attorneys' fees and costs, at least seven (7) days prior to the date by which the Court set a Hearing on Final Approval of the Settlement. The Parties shall request the Court to enter a Final Approval Order substantially in the form of Exhibit 3, or in another form which is mutually acceptable to the Parties. The Final Approval Order shall provide the Parties will take the actions required to fulfill their obligations under the Settlement Agreement. Pursuant to the Class Action Fairness Act, the Final Approval Order shall not be entered until the expiration of at least ninety (90) days from the date the Preliminary Approval Order was entered (unless otherwise ordered by the Court). Entry of a Final Approval Order substantially in the form of Exhibit 3 or in another

form which is mutually acceptable to the Parties is a condition precedent to this Settlement Agreement becoming fully effective. In the event a Final Approval Order substantially in the form of Exhibit 3 or in another form which is mutually acceptable to the Parties is not entered then this Settlement Agreement shall be null and void and is rescinded and the Preliminary Approval Order and any other orders entered by the Court in connection with this settlement shall be vacated and the Parties shall be returned to the position they were in prior to the execution of this Settlement Agreement and the Litigation shall proceed as though this Settlement Agreement was never executed.

22. The fact that the Court may require non-material changes to documents attached as Exhibits 1 through 3 does not invalidate this Settlement Agreement.

23. Release of Attorneys' Lien. In consideration of this Settlement Agreement, Settlement Class Counsel hereby waives, discharges and releases the "Released Parties," as defined in section G of the Recitals and Definitions above, of and from any and all claims for attorneys' fees, by lien or otherwise, for legal services rendered by Settlement Class Counsel in connection with the Litigation, other than the amount awarded by the Court as specified above.

24. Delivery of Net Settlement Fund. Defendant shall wire or mail a check in the amount of the Settlement Fund less the amount advanced pursuant to section 8 of this Settlement Agreement for notice and administration costs to the Settlement Class Administrator within ten (10) days after the Effective Date. Once the payment is made in accordance with this paragraph, Defendant shall have no further payment obligation to Plaintiff, the Settlement Class, or Settlement Class Members and Defendant shall have no obligation or duty to monitor, supervise, or control disbursements from the Settlement Fund.

25. Dismissal Order. Within five (5) calendar days of Defendant delivering the Settlement Fund as set forth in section 24 of this Settlement Agreement or on such date ordered by the Court, the Parties will file a stipulation of dismissal in the Litigation dismissing the claims of the Settlement Class Members against Defendant with prejudice and without fees or costs except those costs provided herein. In the event that Defendant fails or refuses to deliver the Settlement Fund as set forth in section 24 of this Settlement Agreement, Defendant agrees that at the option of Settlement Class Counsel, the Final Approval Order may be vacated pursuant to Fed. R. Civ. P. 60(b), this Agreement shall be rescinded, and the Litigation shall be reinstated as if this agreement never existed.

26. Termination of Agreement. ARR shall have the unilateral right to terminate this Agreement, declare it null and void and have no further obligation under this Agreement by providing written notice to Plaintiff, Settlement Class Counsel and the Court before entry of the Final Approval Order if more than 56 persons within the Settlement Class timely and validly exclude themselves from the settlement set forth in this Agreement.

27. Applicable Law. This Settlement Agreement shall be governed by and interpreted in accordance with the state law of the State of Illinois.

28. Miscellaneous Provisions. The Parties and their attorneys agree to cooperate fully with one another in seeking approval of this Settlement Agreement, and to use their best efforts to effect the consummation of this Settlement Agreement and the settlement provided for herein. Whether or not this Settlement Agreement and the settlement contemplated hereunder are consummated, this Settlement Agreement and the proceedings had in connection herewith shall in

no event be construed as, or be deemed to be, evidence of an admission or concession on the part of Defendant of any liability or wrongdoing whatsoever.

29. Benefit of this Settlement Agreement. This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, the Released Parties and Settlement Class Members, and each of their respective successors and personal representatives, predecessors, affiliates, heirs, executors and assigns. It is expressly understood by the Parties that the individuals or entities of the Released Parties that are not signatories to this Settlement Agreement are intended third-party beneficiaries of this Settlement Agreement.

30. Authority. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder.

31. Entire Agreement. Any and all prior understandings and agreements between the Parties with respect to the subject matter of this Settlement Agreement are merged into and with this Settlement Agreement, which fully and completely expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Settlement Agreement may be amended, modified or changed only by a written instrument or instruments executed by duly authorized officers or other representatives of the Parties expressly amending, modifying or changing this Settlement Agreement and may not be amended, modified or changed orally.

32. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Signatures provided by facsimile or e-mail shall be deemed legal and binding for all purposes.

33. Headings. The headings in this Settlement Agreement are for convenience of reference only and are not to be taken to be a part of the provisions of this Settlement Agreement, nor to control or affect meanings, constructions or the effect of the same.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

**PLAINTIFF**

*Chicago Car Care Inc.*

By: 

Its: President

Dated: Dec 21 2021

**DEFENDANT**

*A.R.R. Enterprises, Inc.*

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

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

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

**SETTLEMENT CLASS COUNSEL**



Daniel A. Edelman

Heather Kolbus

EDELMAN, COMBS, LATTURNER  
& GOODWIN, LLC

20 S. Clark Street, Suite 1500

Chicago, IL 60603

(312) 739-4200

(312) 419-0379 (FAX)

*Counsel for Plaintiff and the Settlement Class*

Dated: December 21, 2021

**DEFENDANT'S COUNSEL**

\_\_\_\_\_  
Esteban Morales

Matthew J. Novian

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

2029 Century Park East, Suite 3100

Los Angeles, CA 90067

33. Headings. The headings in this Settlement Agreement are for convenience of reference only and are not to be taken to be a part of the provisions of this Settlement Agreement, nor to control or affect meanings, constructions or the effect of the same.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

**PLAINTIFF**  
**Chicago Car Care Inc.**

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

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

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

**DEFENDANT**  
**A.R.R. Enterprises, Inc.**

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

Its: CFO / owner \_\_\_\_\_


Dated: 12/21/2021 \_\_\_\_\_

**SETTLEMENT CLASS COUNSEL**

\_\_\_\_\_  
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