

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

JOEY MUNIZ, individually and on behalf of all  
others similarly situated,

*Plaintiff,*

v.

WORKWELL TECHNOLOGIES, INC., a  
California Corporation,

*Defendant.*

Case No.: 2019 CH 04061

Hon. David B. Atkins

**PARTICIPATING EMPLOYER AGREEMENT**

This Participating Employer Agreement is entered into by the below-signed entity (the “Participating Employer”) with the intent and purpose of agreeing to become a Participating Employer for purposes of the Settlement preliminarily approved in the above-captioned case, and receiving all the benefits and meeting all the obligations attendant to Participating Employers in the Settlement Agreement. All capitalized terms shall have the meaning set forth in the Settlement Agreement.

1. The Participating Employer employed individuals in Illinois who used a Workwell-uAttend and/or Citadel brand finger or facial scanner for timekeeping purposes between March 28, 2014 and April 8, 2019 (the “Employer Class” members).

2. The Participating Employer represents that it employed \_\_\_\_\_ such individuals during that time period.

3. The Participating Employer agrees to all of the Participating Employer’s obligations set forth in the Settlement Agreement, including the obligation to provide monetary

and implement prospective relief. The Participating Employer will contribute \$1,000 per Employer Class member it employed: a total of \_\_\_\_\_ to the Employer Fund.

4. The Participating Employer shall provide the Settlement Administrator with a list of all names, e-mail addresses, and last known U.S. mail addresses of all persons that it employed who are in the Employer Class within fourteen (14) days of executing this Participating Employer Agreement.

5. The Participating Employer shall receive all of the benefits to Participating Employers of the Settlement Agreement, including the Participating Employer Release.

6. Check the box next to one of the following representations concerning ongoing negotiations:

The Participating Employer represents that there have been no negotiations concerning a classwide settlement of claims between any person and the Participating Employer that would settle claims released by the Settlement Agreement.

The Participating Employer represents that it has engaged in negotiations with another person concerning a classwide settlement of claims between any person and the Participating Employer that would settle claims released by the Settlement Agreement, but that person has demanded less than the amount the Participating Employer will pay into the Employer Fund set forth in Paragraph 2.

7. The Participating Employer has read this Participating Employer Agreement and the Settlement Agreement, fully understands both documents, and has been fully advised as to the legal effect thereof by counsel of their own selection, or has had adequate opportunity to do so, and intends to be legally bound by the same.

8. Each signatory to this Participating Employer Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform the Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of the Settlement Agreement and this Participating Employer 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 the Settlement Agreement and this Participating Employer Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

Participating Employer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signatory name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_