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# EXHIBIT 1

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

LAURA GUTIERREZ and JESSICA  
ARREOLA, individually and on behalf of all  
others similarly situated,

*Plaintiffs,*

v.

SENIOR LIFESTYLE CORPORATION, an  
Illinois corporation, and SLH NORTH SHORE  
MANAGEMENT, LLC, an Illinois limited  
liability company,

*Defendants.*

Case No.: 2017-CH-11314

Calendar 7

**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiffs Laura Gutierrez (“Gutierrez”) and Jessica Arreola (“Arreola”) (collectively, “Plaintiffs”), for themselves individually and on behalf of the Settlement Class and Defendants Senior Lifestyle Corporation and SLH North Shore Management, LLC (“Defendants” or “Senior Lifestyle”) (each Plaintiff and each Defendant are referred to individually as a “Party” and collectively referred to as the “Parties.”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Settlement Agreement, and is subject to the final approval of the Court.

**RECITALS**

A. On August 17, 2017, Plaintiffs Gutierrez and Arreola filed a putative class action complaint against Defendants in the Circuit Court of Cook County, Illinois. In their complaint, Plaintiffs alleged that Defendants collected and stored their fingerprints without their consent in

violation of the Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”), and sought statutory damages and injunctive relief.

B. On February 8, 2018, the Parties jointly moved to stay proceedings pending the First District Illinois Appellate Court’s decision in *Sekura v. Krishna Schaumburg Tan, Inc.*, No. 1-18-0175 (Ill. App. 1st Dist.), which was granted.

C. While that motion was pending, Plaintiffs named ADP, LLC (“ADP”) as a Respondent in Discovery and issued ADP a set of requests for production on February 20, 2018.

D. On October 29, 2018, the Court continued the stay pending the Illinois Supreme Court’s decision in *Rosenbach v. Six Flags Entertainment Corp.*, 2019 IL 123186. The stay continued until *Rosenbach* was decided on January 25, 2019.

E. Defendants then answered the complaint on March 25, 2019, denying all material allegations and asserting thirteen defenses. Plaintiffs replied to those defenses on April 15, 2019.

F. On April 17, 2019, Plaintiffs served their first set of interrogatories and requests for production to Defendants, to which Defendants initially responded on May 29, 2019. Defendants later amended and supplemented their responses on June 12, 2020. Defendants issued their first set of requests for production to Plaintiffs on May 12, 2019, to which Plaintiffs responded and produced documents on June 6, 2019.

G. During discovery in early August 2019, Defendants identified Kronos Incorporated (“Kronos”), along with ADP, as a provider of timeclocks to Defendants. Accordingly, on August 28, 2019, Plaintiffs issued a subpoena *duces tecum* to Kronos. Kronos moved for a protective order on September 25, 2019. After full briefing, Kronos withdrew its motion on January 27, 2020. The Parties submitted an agreed confidentiality order to the Court on February 7, 2020, after which Kronos responded to Plaintiffs’ subpoena and made an initial

production on February 14, 2020. Plaintiffs moved to compel certain documents from Kronos on May 22, 2020.

H. On August 7, 2018, Defendants filed a Third-Party Complaint for Contribution naming ADP and Kronos as Third-Party Defendants and later filed an Amended Third-Party Complaint for Contribution on August 19, 2019. On October 7, 2019, Kronos and ADP each moved to dismiss Defendants' Amended Third-Party Complaint, and the Court granted both motions on July 10, 2020.

I. Defendants issued their second set of requests for production to Plaintiffs on October 2, 2019, to which Plaintiffs responded on January 16, 2020. Plaintiffs issued their second set of requests for production to Defendants on March 24, 2020, to which Defendants initially responded and produced documents on June 12, 2020.

J. Defendants then filed a Second Amended Third-Party Complaint for Contribution on August 10, 2020, again naming both ADP and Kronos, and ADP and Kronos again moved to dismiss.

K. While ADP's and Kronos' motions to dismiss Defendants' Second Amended Third-Party Complaint were pending, Defendants issued subpoenas *duces tecum* to both ADP and Kronos on September 14, 2020.

L. On February 16, 2021, Defendants moved to stay proceedings pending the Illinois Supreme Court's decision in *McDonald v. Symphony Bronzeville Park LLC, et al.*, Case No. 126511, which the Court granted on February 25, 2021, staying the case for all purposes pending a ruling in *McDonald*. The Illinois Supreme Court issued a decision in *McDonald* on February 3, 2022, and the Court lifted the stay on February 14, 2022. After the stay was lifted, the Court

granted ADP and Kronos's motions to dismiss Defendants' Second Amended Third-Party Complaint with prejudice on April 1, 2022.

M. On March 23, 2022, Defendants moved for leave to file a set-off counterclaim against Plaintiffs because some putative class members were class members in a separate settlement involving Kronos. The Court denied Defendants' motion for leave on June 30, 2022.

N. After the Court granted ADP's and Kronos' motions to dismiss, on April 18, 2022, Defendants moved the Court to amend its April 1, 2022 dismissal order to find, pursuant to Illinois Supreme Court Rule 304(a), that there is no just reason for delaying appealing the order. ADP and Kronos opposed, and the Court denied Defendants' motion on June 30, 2022.

O. On October 11, 2022, Defendants filed a motion pursuant to Illinois Supreme Court Rule 308 asking the Court to certify the question of whether an injury arising out of a BIPA violation is a single injury susceptible to contribution. ADP, Kronos, and Plaintiffs all opposed Defendants' motion, and the Court denied Defendants' motion on March 27, 2023.

P. While these motions were pending, Plaintiffs and Defendants continued to engage in discovery, with Plaintiffs moving to compel discovery responses from Defendants on May 16, 2022, and moving to compel the deposition of Stephen Levy on July 27, 2022. After full briefing on both motions, the Court granted in part and denied in part Plaintiffs' motion to compel discovery responses and granted Plaintiffs' motion to compel the deposition on September 28, 2022. Plaintiffs then took the deposition on November 17, 2022.

Q. Plaintiffs issued a third set of requests for the production of documents and second set of interrogatories to Defendants on December 12, 2022. Plaintiffs also moved the Court for leave to file a First Amended Complaint on February 3, 2023, which added three Senior Lifestyle-affiliated entities as Respondents in Discovery: Senior Lifestyle Management,

LLC, Senior Lifestyle – DC, LLC, and The Senior Lifestyle Company, LLC. The Court granted Plaintiffs’ motion for leave, and Plaintiffs filed their First Amended complaint on February 9, 2023. Defendants answered on February 8, 2023, raising seven affirmative defenses, to which Plaintiffs replied on March 29, 2023.

R. Plaintiffs served each of the Respondents in Discovery with the First Amended Complaint and a set of requests for production and interrogatories on March 20, 2023, to which each of the Respondents in Discovery responded on April 18, 2023.

S. In January 2023, the Parties began to discuss the possibility of a class-wide settlement. After exchanging numerous offers and counter-offers, the Parties reached agreement on the material terms of a class-wide settlement and fully executed a binding Memorandum of Understanding on May 12, 2023.

T. Plaintiffs and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Defendants’ potential defenses. Plaintiffs believe that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. However, Plaintiffs and Class Counsel recognize that Defendants have raised factual and legal defenses in the Action that presented significant risk that Plaintiffs may not prevail and/or that a class might 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. Plaintiffs and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair,

reasonable, adequate, based on good faith negotiations, and in the best interests of Plaintiffs and the Settlement Class. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

U. 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. Nevertheless, Defendants have similarly concluded that this settlement is desirable to avoid the time, risk, inconvenience, burden, and expense of defending protracted litigation, and to avoid the risk posed by the Settlement Class's claims for statutory damages under BIPA. Defendants thus desire to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendants that, subject to Court approval 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**

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 *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*, No. 2017-CH-11314 (Cir. Ct. Cook Cty. Ill.).
- 1.2 “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and the attached exhibits.
- 1.3 “**Class Counsel**” means attorneys J. Eli Wade-Scott, Schuyler Ufkes, and Zoë Seaman-Grant of Edelson PC and David Fish of Fish Potter Bolaños, P.C.
- 1.4 “**Class Representatives**” or “**Plaintiffs**” means the named Plaintiffs in the Action, Laura Gutierrez and Jessica Arreola.
- 1.5 “**Court**” means the Circuit Court of Cook County, Illinois, the Honorable Eve M. Reilly presiding, or any judge who shall succeed her as the Judge assigned to the Action.
- 1.6 “**Defendants**” means Senior Lifestyle Corporation, an Illinois corporation, and SLH North Shore Management, LLC, an Illinois limited liability company.
- 1.7 “**Defendants’ Counsel**” means attorney Richard R. Winter of Holland & Knight, LLP.
- 1.8 “**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, other than an appeal or appeals solely with respect to the Fee Award or incentive awards, 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 certiorari with respect to the Final Approval Order.

1.9 **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendants at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. 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) 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.

1.10 **“Fee Award”** means the amount of attorneys’ fees and reimbursement of costs awarded to Class Counsel by the Court to be paid from the Settlement Fund.

1.11 **“Final Approval Hearing”** means the hearing before the Court where Plaintiffs will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and deciding the Fee Award and the incentive awards to the Class Representatives.

1.12 **“Final Approval Order”** means the final judgment and approval order to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice.

1.13 **“Notice”** means the notice of the proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth

in this Settlement Agreement, fulfills the requirements of Due Process and 735 ILCS 5/2-801 *et seq.*, and is substantially in the form of Exhibits A, B, and C attached hereto.

1.14 “**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.

1.15 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date fifty-six (56) days after the Notice Date, as approved by the Court. The Objection/Exclusion Deadline will be set forth in the Notice, the Preliminary Approval Order, and on the Settlement Website.

1.16 “**Plaintiffs**” means Laura Gutierrez and Jessica Arreola.

1.17 “**Preliminary Approval Order**” means the Court’s order preliminarily approving the Agreement, appointing Class Counsel and the Class Representatives, certifying the Settlement Class for settlement purposes, and approving the form, substance, and manner of the Notice.

1.18 “**Released Claims**” means any and all past and present claims or causes of action, whether known or unknown (including “Unknown Claims” as defined below), arising from the Released Parties’ alleged collection, possession, capture, purchase, receipt through trade, obtaining, sale, profit from, disclosure, redisclosure, dissemination, storage, transmittal, and/or protection from disclosure of alleged biometric information or biometric identifiers through the use of finger scanners at Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green

Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and Senior Suites Joliet, including any violation of the Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”).

1.19 “**Released Parties**” means: (a) Defendants and their affiliated companies (including but not limited to Senior Lifestyle Holding Company, LLC), subsidiaries, shareholders, partners, owners, managers, officers, directors, employees, agents, servants, registered representatives, attorneys, consultants, insurers, successors and assigns, and (b) fee owners and lessors of the facilities identified in paragraph 1.18 above, as well as their subsidiaries, shareholders, partners, owners, managers, officers, directors, employees, agents, affiliates, servants, registered representatives, attorneys, consultants, insurers, successors and assigns. “Released Parties” shall not include ADP, Inc. and Kronos Incorporated, and their parents and subsidiaries.

1.20 “**Releasing Parties**” means Plaintiffs and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents.

1.21 “**Settlement Administration Expenses**” means all expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, disbursing Settlement Payments by mail and electronic means, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.22 “**Settlement Administrator**” means Simpluris, Inc., subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, send Settlement Payments to Settlement Class Members, be responsible for tax withholding and

reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

1.23 **“Settlement Class”** means all individuals who scanned their finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and submit a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

1.24 **“Settlement Class Member”** or **“Class Member”** means a person who falls within the definition of the Settlement Class and who does not submit a timely and valid request for exclusion from the Settlement Class.

1.25 **“Settlement Fund”** means the non-reversionary cash fund that shall be established by Defendants, subject to potential upward adjustments in Section 7.2, in the amount of Three Million Three Hundred Ten Thousand Eight Hundred Dollars (\$3,310,800.00) to be deposited into the Escrow Account, plus all interest earned thereon. Within fourteen (14) days after the entry of the Preliminary Approval Order, Defendants shall deposit One Hundred Thousand Dollars (\$100,000.00) into the Escrow Account. On or before the Effective Date,

Defendants shall transmit the remaining balance of the Settlement Fund to the Escrow Account. The Settlement Fund represents the total monetary obligations of Defendants and any other Released Party under this Settlement Agreement, including the Settlement Payments, Settlement Administration Expenses, Fee Award, litigation costs, incentive awards, taxes, and any other payments or other monetary obligations contemplated by this Agreement. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by or on behalf of Defendants into the Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party.

1.26 “**Settlement Payment**” means a *pro rata* portion of the Settlement Fund less any applicable tax withholdings, Settlement Administration Expenses, incentive awards to the Class Representatives, and Fee Award.

1.27 “**Settlement Website**” means the website to be created, launched, and maintained by the Settlement Administrator, which will allow class members to elect to receive their Settlement Payment through PayPal, Venmo, Zelle, or check in the mail and will provide access to relevant settlement administration documents, including the Notice, relevant case documents, and other related material. The URL of the Settlement Website shall be [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com), or such other URL as the Parties may subsequently agree to.

1.28 “**Unknown Claims**” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to

agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY 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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the other Settlement Class Members, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

## **2. SETTLEMENT RELIEF**

### **2.1 Settlement Payments to Settlement Class Members.**

a. Within twenty-eight (28) days of the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement Fund by check or electronic deposit, as elected by the Class Member, along with an accompanying Form 1099 if necessary. No claims procedure will be required.

b. Class Members will have the option of having their Settlement Payment

transmitted to them through PayPal, Venmo, Zelle, or check. Class Members who do not choose a payment method via the Settlement Website by seventy (70) days after the Notice Date will be sent a check via First Class U.S. Mail to their last-known mailing address, as updated through the National Change of Address database, if necessary, by the Settlement Administrator.

c. Each payment issued to a Class Member by check will state on the face of the check that it will become null and void unless cashed within one hundred and eighty (180) calendar days after the date of issuance.

d. In the event that an electronic deposit to a Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class Member within thirty (30) calendar days to correct the problem.

e. To the extent that a check issued to a Class Member is not cashed within one hundred and eighty (180) days after the date of issuance or an electronic deposit is unable to be processed within one hundred and eighty (180) days of the first attempt, such funds shall first be re-distributed to Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible, or if residual funds remain after redistribution, such funds shall be distributed to Legal Aid Chicago, subject to approval of the Court, or any other or additional *cy pres* recipient(s) selected by the Court, pursuant to 735 ILCS 5/2-807(b).

f. In no event shall any amount paid by or on behalf of Defendants into the Escrow Account, or any interest earned thereon, revert to Defendants or any other Released Party.

## 2.2 Prospective Relief.

a. Without admitting any liability, Defendants agree that if they continue to use biometric technology in Illinois, they shall implement and/or maintain the following policies and procedures related to the collection and/or retention of individuals' biometric identifiers (such as biometric identifiers from fingerprint scans) or any information based on biometric identifiers used to identify individuals (collectively referred to as "biometric data"):

i. Defendants shall establish and/or maintain a written policy, made available to the public, creating a retention schedule and guidelines for permanently destroying any biometric data, when the initial purpose for collecting or obtaining such biometric data has been satisfied or within three (3) years of the individual's last interaction with Defendants, whichever occurs first;

ii. Defendants shall destroy all biometric data pursuant to their retention and deletion policy; and

iii. Defendants shall provide a BIPA-compliant notice and consent form to all individuals who work at any Senior Lifestyle facility in Illinois and whose biometric data Defendants or any other Senior Lifestyle facility may collect, capture, or otherwise obtain and require such individuals to execute the consent form prior to any collection, (1) authorizing Defendants or other Senior Lifestyle facilities to collect those persons' biometric data, (2) identifying any third parties to whom Defendants or other Senior Lifestyle facilities may disclose those persons'

biometric data and authorizing such disclosure, and (3) informing those persons of the specific purposes and length of term for which their biometric data may be collected, stored, used, and disclosed.

b. Within twenty-eight (28) days after the entry of the Preliminary Approval Order, Defendants shall destroy all biometric data within their possession collected from former employees of Senior Lifestyle facilities in Illinois.

### **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 all Released Claims against each and every one of the Released Parties.

### **4. NOTICE TO THE CLASS**

4.1 The Notice shall include:

a. *Class List.* On August 10, 2023, Defendants provided the Settlement Administrator with a list of all names, social security or tax identification numbers, e-mail addresses, and last-known U.S. mail addresses of all persons in the Settlement Class (the “Class List”). The Settlement Administrator shall keep the Class List and all personal information obtained therefrom—including the identity, social security or tax identification numbers, mailing addresses, and e-mail addresses of all persons—strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class members of their rights, distributing Settlement Payments, complying with applicable tax obligations, and

otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

b. *Update Addresses.* Prior to mailing any Notice, the Settlement Administrator will update the U.S. Mail addresses of persons on the Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below in Section 5.1.

c. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice (1) via e-mail, substantially in the form of Exhibit A, to all persons in the Settlement Class for whom an e-mail is available in the Class List and (2) via First Class U.S. Mail, substantially in the form of Exhibit B, to the physical address of each person in the Settlement Class for whom an address is available in the Class List.

d. *Uncashed Checks Reminder.* Thirty (30) days after checks for Settlement Payments have been disbursed, the Settlement Administrator shall identify any Settlement Class Members whose checks have not yet been cashed and shall deliver reminders by email to those individuals notifying them that if they do not cash their checks before the expiration date, the checks will be voided and, subject to Court approval, distributed to Legal Aid Chicago, or any other or additional *cy pres* recipient(s) selected by the Court that are consistent with 735 ILCS 5/2-807.

e. *Internet Notice.* Within fourteen (14) days after the entry of the Preliminary Approval Order, the Settlement Administrator will develop, host, administer, and maintain the Settlement Website, containing the notice substantially in the form of Exhibit C.

4.2 The Notice shall advise the Settlement Class of their rights under the Settlement Agreement, including the right to be excluded from or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of an objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through the Court's eFileIL system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) send copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendants' Counsel.

4.3 **Right to Object or Comment.** Any Settlement Class Member who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address; (b) a statement that he or she believes himself or herself to be a member of the Settlement Class; (c) the specific grounds for the objection; (d) all documents or writings that the Settlement Class Member desires the Court to consider; (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the

objection; and (f) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Court and postmarked, e-mailed or delivered to Class Counsel and Defendants' Counsel no later than the Objection/Exclusion Deadline. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her 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, and shall be foreclosed from seeking any review of this Settlement Agreement, the Final Approval Order, or Alternative Approval Order, by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

**4.4 Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement Class on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *Gutierrez, et al. v. Senior Lifestyle Corp., et al.*, No. 2017-CH-11314 (Cir. Ct. Cook Cty.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. The Settlement Administrator shall create a dedicated e-mail address to receive exclusion requests electronically. Each request for exclusion must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *Gutierrez, et al. v. Senior Lifestyle Corp., et al.*, No. 2017-CH-11314 (Cir. Ct. Cook Cty.)" 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 persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any person who elects to request exclusion from the Settlement Class in compliance with this provision shall not (a) be bound by any orders or the Final Approval Order or Alternative Approval Order entered in the Action, (b) receive a Settlement Payment 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 or Alternative Approval Order. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out must send an individual, separate request to the Settlement Administrator that complies with all requirements of this Paragraph.

## **5. SETTLEMENT ADMINISTRATION**

### **5.1 Settlement Administrator’s Duties.**

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Notice as provided in Section 4 of this Settlement Agreement.

b. *Undeliverable Notice via U.S. Mail.* If any Notice sent via U.S. mail is returned as undeliverable, the Settlement Administrator shall mail it to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall attempt to obtain the most recent addresses for such Settlement Class members.

c. *Maintenance of Records.* 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. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning the Notice, any requests for exclusion, and the administration and implementation of the Settlement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all Settlement Payments, the number and value of checks not cashed, the number and value of electronic payments unprocessed, and the amount distributed to any *cy pres* recipient.

d. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendants' Counsel a copy thereof upon request and also within five (5) calendar days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel.

e. *Creation of Settlement Website.* The Settlement Administrator shall create the Settlement Website. The Settlement Website shall include a toll-free telephone number and mailing address through which persons in the Settlement Class may contact the Settlement Administrator or Class Counsel directly.

f. *Establishment of the Escrow Account.* The Settlement Administrator shall establish the Escrow Account, pursuant to the terms of Section 1.9, and maintain the Escrow Account as a qualified settlement fund throughout the implementation of the Settlement in accordance with the Court's Preliminary Approval Order and Final Approval Order.

g. *Timing of Settlement Payments.* The Settlement Administrator shall make the Settlement Payments contemplated in Section 2 of this Settlement Agreement to all Settlement Class Members within twenty-eight (28) days after the Effective Date.

h. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9s from Class Members if necessary, processing any tax information from the Class List, transmitting Form 1099s to Class Members if necessary, performing back-up withholding if necessary, and making any required tax returns.

## **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 a Preliminary Approval Order, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiffs as Class Representatives of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. 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 method of its dissemination to members of the Settlement Class; and

f. Schedule a Final Approval Hearing to review any comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive awards to the Class Representatives, and to consider whether the Court shall enter a Final Approval Order approving this Settlement Agreement and dismissing the Action with prejudice.

**6.2 Final Approval.** After Notice to the Settlement Class is disseminated, 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 it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached exhibits;

b. approve the Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members;

c. direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;

d. 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 735 ILCS 5/2-801 *et seq.*, Due Process, and the rules of the Court;

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

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

g. incorporate the release set forth above, make the release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

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 (i) shall be consistent in all material respects with the Final Approval Order, and (ii) do 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 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 reasonably necessary 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 & ADJUSTMENT OF THE SETTLEMENT FUND

7.1 **Termination.** Subject to Section 9 below, the Class Representatives, 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 and Defendants' Counsel within ten (10) calendar 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 and final judgment in this Action in any material respect (other than an award of attorneys' fees in an amount less than requested or the failure to award full or partial incentive awards); (iii) the date upon which the Final Approval Order is modified or reversed in any material respect by the appellate court or the Illinois Supreme Court; or (iv) the date upon which an Alternative Approval Order is entered, as defined in Section 9.1 of this Agreement, is modified or reversed in any material respect by the appellate court, the Illinois Supreme Court, or the Supreme Court of the United States.

7.2 **Adjustment of Settlement Fund.** If there are more than two thousand seven hundred fifty-nine (2,759) persons in the Settlement Class, Defendants shall pay into the Escrow Account an additional One Thousand Two Hundred Dollars (\$1,200.00) per person in excess of two thousand seven hundred fifty-nine (2,759) on or before the Effective Date.

## **8. INCENTIVE AWARDS AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

8.1 Defendants agree that Class Counsel is entitled to reasonable attorneys' fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with no consideration from Defendants, to limit their request for attorneys' fees to thirty-five percent (35%) of the Settlement Fund. Defendants may challenge the amount requested. Payment of the Fee Award shall be made from the Settlement Fund, and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members as Settlement Payments. The Fee Award shall be payable within five (5) business days after the Effective Date. Payment of the Fee Award shall be made by the Settlement Administrator via wire transfer to an account designated by Class Counsel after providing necessary information for electronic transfer.

8.2 Defendants agree that the Class Representatives shall each be paid an incentive award in the amount of Five Thousand Dollars (\$5,000.00) from the Settlement Fund, in addition to any Settlement Payment pursuant to this Settlement Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Escrow Account and be distributed to Settlement Class Members as Settlement Payments. Any incentive awards shall be paid by the Settlement Administrator from the Escrow Account (in the form of checks to the Class Representatives) within five (5) business days after 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:

- a. This Agreement has been signed by the Parties, Class Counsel, and Defendants' Counsel;
- b. The Court has entered a Preliminary Approval Order approving the Agreement;
- c. The Court has entered a Final Approval Order finally approving the Agreement, or a judgment substantially consistent with this Settlement Agreement that has become final and unappealable, following Notice to the Settlement Class and a Final Approval Hearing; 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 9.3, unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of

the Fee Award to Class Counsel set forth above or the incentive awards to the Class Representatives, regardless of the amounts awarded, shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 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 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.

## **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 all 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 to the extent reasonably necessary 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 the signatory 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 Plaintiffs and the other Settlement Class Members, and each or any of them, against the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs 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 their respective 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 Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any 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 truth of any fact alleged by Plaintiffs, 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 Payment, or the Fee 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 Plaintiffs 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. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/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 and/or the Final Approval Order in any action that may be brought against such Released Parties in order to support a defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiffs 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 hereunder

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 Plaintiffs and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' 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 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.

10.8 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 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.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees

and costs incurred in any way related to the Action.

10.11 Plaintiffs represent and warrant that they have 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 they are fully entitled to release the same.

10.12 Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

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 law provisions thereof.

10.16 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of 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: Schuyler Ufkes, [sufkes@edelson.com](mailto:sufkes@edelson.com), EDELSON PC, 350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654; Richard R. Winter, [richard.winter@hklaw.com](mailto:richard.winter@hklaw.com), HOLLAND & KNIGHT, LLP, 150 North Riverside Plaza, Suite 2700, Chicago, Illinois 60606.

10.18 This Settlement Agreement shall be binding upon and inure to the benefit of each of the Released Parties and the Releasing Parties and their respective officers, directors, shareholders, agents, employees, attorneys, legal representatives, heirs, legatees, insurers, reinsurers, predecessors, successors, and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Dated: 8/16/2023

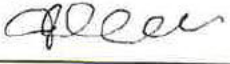
**LAURA GUTIERREZ**

By (signature): 

Name (printed): Laura Gutierrez

Dated: 8/16/2023

**JESSICA ARREOLA**

By (signature): 

Name (printed): Jessica Arreola

Dated: 8/16/23

**EDELSON PC**

By (signature): 

Name (printed): Schuyler Ufkes

Its (title): Associate

Dated: 9/7/23

**SENIOR LIFESTYLE CORPORATION**

By (signature): 

Name (printed): STEPHEN J. Leuy

Its (title): Executive Vice President

Dated: 9/7/23

**SLH NORTHSHORE MANAGEMENT, LLC**


By (signature): 

Name (printed): STEPHEN J. Leuy

Its (title): Manager

Dated: 9/7/23

**HOLLAND & KNIGHT, LLP**

By (signature): 

Name (printed): Ronald Winter

Its (title): Partner

FILED DATE: 1/24/2024 5:10 PM 2017CH11314

# Exhibit A

From: tobedetermined@domain.com  
To: JohnDoeClassMember@domain.com  
Re: Legal Notice of Settlement with Senior Lifestyle-Branded Facilities in Illinois

Claim ID: «SIMID»

Dear [Class Member],

You are receiving this email because our records indicate that you scanned your finger for timekeeping purposes at a Senior Lifestyle-branded facility in Illinois between August 17, 2012 and February 21, 2018 and are entitled to a payment from a class action settlement.

This is an official court notice. You are not being sued. This is not an ad for a lawyer. For more information visit [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com).

**What is this email about?** A settlement has been reached in a class action lawsuit between Senior Lifestyle and some of its current and former workers at certain Senior Lifestyle-branded facilities located in Illinois. The lawsuit claims that Senior Lifestyle violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting workers’ biometric data through finger-scanning timeclocks in Illinois without complying with the law’s requirements. Senior Lifestyle denies any wrongdoing or that it violated any laws. The lawsuit is called *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*, No. 17-CH-11314, and is in the Circuit Court of Cook County, Illinois. Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

**Who is included in the Settlement Class?** Our records indicate that you are included. The Settlement Class includes all individuals who scanned their finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Some exclusions apply; see the Internet Notice **here** [[link to Internet Notice](#)] for details.

**What can I get out of the settlement?** If you’re included and the settlement is approved, a check for approximately \$760 will automatically be sent to you. This is an equal share of the \$3,310,800 Settlement Fund after the payment of settlement expenses, attorneys’ fees, and any incentive award. The settlement also requires Senior Lifestyle to comply with BIPA in the future and destroy the biometric data of all former workers at Senior Lifestyle-branded facilities in Illinois.

**How do I get my payment?** If you are a Class Member, you will receive a check in the mail automatically at your last known address. You can also select to receive your payment electronically, via PayPal, Venmo, or Zelle (instead of a check), on the Settlement Website **here** [[link to Address Update & Payment Selection](#)]. You can request to update your address on the Settlement Website **here** [[link to Address Update & Payment Selection](#)]. Your “Claim ID” needed to login to update your address or select a payment method is «SIMID».

**What are my options?** You have the following options:

- (1) Do nothing - if you're eligible, you'll receive a payment via check in the mail, won't be able to sue Senior Lifestyle on this issue in the future, and be bound by orders of the Court;
- (2) Exclude yourself - you won't receive a payment, but you'll keep the right to sue Senior Lifestyle on this issue; or
- (3) Object - if you disagree with any of the settlement's terms, you can submit your objection(s) to the Court.

For detailed requirements and instructions on how to exclude yourself or object, see the Internet Notice here [[link to Internet Notice](#)]. *All Requests for Exclusion and Objections must be received or postmarked by [Objection/Exclusion Deadline].*

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firms Edelson PC and Fish Potter Bolaños, P.C. as "Class Counsel." They represent you and other Settlement Class Members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen Laura Gutierrez and Jessica Arreola—class members like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [[date](#)] at [[time](#)] before the Honorable Eve M. Reilly in Room 2405 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. Remote participating instructions will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel's request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of \$5,000 for each of the Class Representatives. The request will be posted on the Settlement Website by [[two weeks before the Objection/Exclusion Deadline](#)].

# Exhibit B

*Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*  
c/o Settlement Administrator  
P.O. Box XXXXX  
Santa Ana, CA 92799

**COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**OUR RECORDS INDICATE YOU SCANNED YOUR FINGER WHILE WORKING AT  
A SENIOR LIFESTYLE-BRANDED FACILITY IN ILLINOIS BETWEEN AUGUST  
17, 2012 AND FEBRUARY 21, 2018 AND ARE ENTITLED TO A PAYMENT FROM A  
CLASS ACTION SETTLEMENT.**

Claim ID: «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

By Order of the Court Dated: [Date Preliminary Approval Order]

FILED DATE: 1/24/2024 5:10 PM 2017CH11314

***Gutierrez, et al. v. Senior Lifestyle Corporation, et al., Case No. 2017-CH-11314 (Cir. Ct. Cook Cty. Ill.)***

A settlement has been reached in a class action lawsuit between **Senior Lifestyle** and some of its current and former workers who scanned their fingers for timekeeping purposes at certain Senior Lifestyle-branded facilities located in Illinois. The lawsuit claims that Senior Lifestyle violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting workers’ biometric data through finger-scanning timeclocks in Illinois without complying with the law’s requirements. Senior Lifestyle denies any wrongdoing or that it violated any laws. The settlement does not establish who is right or wrong. The lawsuit is called *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*, No. 17-CH-11314, and is in the Circuit Court of Cook County, Illinois. Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

**Who is included in the Settlement Class?** Our records indicate that you are included. The Settlement Class includes all individuals who scanned their finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Some exclusions apply, see [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com) for details.

**What can I get out of the settlement?** If you’re included and the settlement is approved, a check for approximately **\$760** will automatically be sent to you. This is an equal share of the \$3,310,800 Settlement Fund after the payment of settlement expenses, attorneys’ fees, and any incentive award. The settlement also requires Senior Lifestyle to comply with BIPA in the future and destroy the biometric data of all former workers in Illinois.

**How do I get my payment?** If you do nothing, a check will automatically be mailed to you at your last known address. You can request to update your address by using the Address Update feature on the Settlement Website at [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com). You can also select to receive your payment electronically via PayPal, Venmo, or Zelle (instead of a check), by using the Payment Selection feature on the Settlement Website. Your “Class Member ID” needed to login to update your address or select a payment method is **«SIMID»**.

**What are my options?** You have the following options: (1) Do nothing - if you’re eligible, you’ll receive a payment via check in the mail, won’t be able to sue Senior Lifestyle on this issue in the future, and be bound by orders of the Court; (2) Exclude yourself - you won’t receive a payment, but you’ll keep the right to sue Senior Lifestyle on this issue; or (3) Object - if you disagree with any of the settlement’s terms. For detailed requirements and instructions on how to exclude yourself or object, see the Internet Notice, available at [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com). ***All Requests for Exclusion and Objections must be received or postmarked by [Objection/Exclusion Deadline].***

**Do I have a lawyer?** Yes. The Court has appointed lawyers from the law firms Edelson PC and Fish Potter Bolaños, P.C. as “Class Counsel.” They represent you and other Settlement Class Members. You can hire your own lawyer, but you’ll need to pay that lawyer’s legal fees if you do. The Court has also chosen Laura Gutierrez and Jessica Arreola—class members like you—to represent the Settlement Class.

**When will the Court approve the settlement?** The Court will hold a final approval hearing on [date] at [time] before the Honorable Eve M. Reilly in Room 2405 at the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. Remote participating instructions will be posted on the Settlement Website. During the hearing, the Court will hear objections, determine if the settlement is fair, and consider Class Counsel’s request for fees and expenses of up to 35% of the Settlement Fund and an incentive award of \$5,000 for each of the Class Representatives. The request will be posted on the Settlement Website by [two weeks before the Objection/Exclusion Deadline].

# Exhibit C

CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
*Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*  
Case No. 2017-CH-11314

**IF YOU SCANNED YOUR FINGER WHILE WORKING AT A SENIOR LIFESTYLE-BRANDED FACILITY IN ILLINOIS BETWEEN AUGUST 17, 2012 AND FEBRUARY 21, 2018, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.**

*This is an official court notice. You are not being sued. This is not an ad for a lawyer.*

- A Settlement has been reached in a class action lawsuit between Senior Lifestyle Corporation and SHL North Shore Management, LLC, (“Defendants” or “Senior Lifestyle”) and some current and former workers at certain Senior Lifestyle-branded facilities located in Illinois. The suit claims that Senior Lifestyle violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting these workers’ biometric data through finger-scanning timeclocks in Illinois without first obtaining their informed written consent. Senior Lifestyle denies any wrongdoing or that it violated any laws. The Settlement does not establish who is right or wrong.
- You are included in the Settlement if you scanned your finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Some exclusions to participating apply; see the FAQ 5 below for more details. If you received a notice of this Settlement in the mail or by e-mail, our records indicate that you are included in the Settlement.
- If you’re included and the settlement is approved, a check for approximately \$760 will automatically be sent to you. This is an equal share of the \$3,310,800 Settlement Fund after the payment of settlement expenses, attorneys’ fees, and any incentive awards. If you do nothing, a check will be mailed to you at your last known address. You can request to update your address on the Settlement Website **here** [[link to Address Update & Payment Selection](#)]. If you would prefer to receive your payment through PayPal, Venmo, or Zelle, click **here** [[link to Address Update & Payment Selection](#).] Senior Lifestyle has also agreed to comply with BIPA in the future and to destroy the biometric data of all former workers at Senior Lifestyle-branded facilities in Illinois.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will receive a payment under the Settlement and give up your rights to sue Defendants about the issues in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have to sue Defendants about the issues in this case.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. What is this notice and why should I read it?**

The Court authorized this notice to let you know about a proposed Settlement with Senior Lifestyle. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Eve M. Reilly of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is called *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.* Case No. 17-CH-11314. The individuals who filed the lawsuit, Laura Gutierrez and Jessica Arreola, are the Plaintiffs. The companies they sued, Senior Lifestyle Corporation and SLH North Shore Management, LLC, are the Defendants.

### **2. What is a class action lawsuit?**

A class action is a lawsuit in which an individual or individuals called "Class Representatives" bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a "class" or "class members." Once a class is certified, a class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who ask to be excluded.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your fingerprint, faceprint, or a scan of your iris. This lawsuit alleges that Senior Lifestyle violated BIPA by collecting Illinois workers’ biometric data when they scanned their fingers on timeclocks at certain Senior Lifestyle facilities in Illinois without giving notice or getting consent (*see* the FAQ 4 below for more details). Senior Lifestyle denies these allegations and denies that it violated BIPA.

More information about Plaintiffs’ complaint in the lawsuit and the Defendants’ defenses can be found in the “Court Documents” section of the settlement website at [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com).

## WHO’S INCLUDED IN THE SETTLEMENT?

### 4. Who is included in the Settlement Class?

The Court decided that this Settlement includes all individuals who scanned their finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Some exceptions to participating apply; see the FAQ 5 below for more details.

### 5. Who is not included in the Settlement Class?

The class period in the Settlement Class definition (see FAQ 4 above) stops at February 21, 2018, because that’s the date Senior Lifestyle began providing workers with notices and consent forms related to the collection of biometric data. If you scanned your finger for the first time after February 21, 2018, you are not included in this settlement.

In addition, the following people are excluded from the settlement: (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and submit a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

### 6. How do I know if I am in the Settlement Class?

If you worked at a Senior Lifestyle-branded facility listed in FAQ 4 and scanned your finger at any of those facilities between August 17, 2012 and February 21, 2018, and are not subject to any of the exclusions above, then you are a member of the Settlement Class and are entitled to a cash payment. If you received a notice of the Settlement in the mail or by email, our records indicate

that you are a class member and are included in the Settlement. You may call or email the Settlement Administrator at [phone number] or [info@SeniorLifestyleBIPASettlement.com](mailto:info@SeniorLifestyleBIPASettlement.com) to ask whether you are a member of the Settlement Class.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

**Cash Payments to Class Members:** If the Court approves the Settlement, Senior Lifestyle has agreed to create a Settlement Fund of \$3,310,800. Class Counsel expect that each class member will receive a settlement payment of approximately \$760 after all fees and costs are deducted.

**Agreement on Future Conduct:** As part of the Settlement, Senior Lifestyle has agreed to maintain a consent and disclosure program related to biometric data, by obtaining written releases from all of its Illinois workers who use biometrics, making BIPA-required disclosures, destroying biometric data that it no longer needs, and maintaining a publicly-available retention and deletion policy. Senior Lifestyle has also agreed to destroy the fingerprint data collected from all former workers in Illinois.

## HOW TO GET SETTLEMENT BENEFITS

### 8. How do I get a payment?

If you are a Class Member, you will receive a check in the mail automatically at your last known address. You can also select to receive your payment electronically, via PayPal, Venmo, or Zelle (instead of a check), on the Settlement Website **here** [\[link to Address Update & Payment Selection\]](#). You can request to update your address on the Settlement Website **here** [\[link to Address Update & Payment Selection\]](#). You will need your unique “Claim ID” to login to update your address or select an electronic payment method, which is located on the notice you may have received in the mail or by e-mail. If you cannot locate your Claim ID, email the Settlement Administrator at [\[info@TBD.com\]](mailto:info@TBD.com).

### 9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [\[Final Approval Hearing Date\]](#) at [\[time\]](#). If the Court approves the Settlement, and there are no objections or appeals, eligible Class Members will automatically be sent their payment within 60 days via check or the electronic payment method they chose (*see* FAQ 8 above). Please be patient. All checks and electronic payments that are unable to be completed will expire and become void after 180 days. Uncashed checks and electronic payments unable to be processed will be re-distributed to the Settlement Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible, or if residual funds remain after redistribution, such funds will be donated to Legal Aid Chicago, pending Court approval.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers J. Eli Wade-Scott, Schuyler Ufkes, and Zoë Seaman-Grant of Edelson PC and David Fish of Fish Potter Bolaños, P.C. as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiffs Laura Gutierrez and Jessica Arreola to serve as the Class Representatives. They are both Class Members like you. Class Counsel can be reached by calling 1-866-354-3015.

### 11. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

### 12. How will the lawyers be paid?

Class Counsel will ask the Court for reimbursement of their expenses and attorneys’ fees of up to 35% of the Settlement Fund, and will also request incentive awards of \$5,000 for each of the Class Representatives. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any incentive awards to the Class Representatives. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 13. What happens if I do nothing at all?

If you do nothing, you will be a Settlement Class Member, and if the Court approves the Settlement, you will automatically be sent a payment, and you will also be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you also won’t be able to start a lawsuit or be part of any other lawsuit against Senior Lifestyle or any other Released Parties (a term defined in the Settlement Agreement) for the claims or legal issues being resolved by this Settlement.

### 14. What happens if I ask to be excluded?

You may exclude yourself from the Settlement. If you do so, you will not receive any payment, but you will not release any claims you may have against Senior Lifestyle or the Released Parties and can pursue whatever legal rights you may have against Senior Lifestyle and the Released Parties at your own risk and expense.

### 15. How do I ask to be excluded?

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must: (a) be in writing; (b) identify the case name *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.* Case No. 17-CH-11314 (Cir. Ct. Cook Cty. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before [Objection/Exclusion Deadline]. Your request to be excluded must also include a statement to the effect that: “I hereby request to be excluded from the proposed Settlement Class in *Gutierrez v.*

Senior Lifestyle Corporation, et al., Case No. 17-CH-11314 (Cir. Ct. Cook Cty. Ill.).” You must mail or email your exclusion request no later than [Objection / Exclusion deadline] to:

Gutierrez v. Senior Lifestyle Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

or

info@SeniorLifestyleBIPASettlement.com

You can’t exclude yourself over the phone. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Each request for exclusion must be separately signed and submitted.

**16. If I don’t exclude myself, can I sue Senior Lifestyle for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Senior Lifestyle and any other Released Party for the claims being resolved by this Settlement.

**17. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive a payment.

**18. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*, Case No. 17-CH-11314 (Cir. Ct. Cook Cty. Ill.), no later than [Objection / Exclusion Deadline]. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the Circuit Court of Cook County - Chancery Division  
Richard J. Daley Center  
50 West Washington Street, Suite 802  
Chicago, Illinois 60602

The objection must be in writing, must be signed, and must include the following information: (a) your full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for your objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (f) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. You must submit any objection in writing by [Objection / Exclusion Deadline] in order to be heard by the Court at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of [Objection / Exclusion Deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses

the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than [Objection/Exclusion Deadline], copies of your objection and any supporting documents to both Class Counsel and the Defendant's Counsel at the addresses listed below:

<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Schuyler Ufkes sufkes@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, IL 60654	Richard R. Winter richard.winter@hkllaw.com HOLLAND & KNIGHT, LLP 150 North Riverside Plaza, Suite 2700 Chicago, IL 60606

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and Plaintiffs' request for incentive awards on [date 2 weeks before Objection / Exclusion deadline].

#### **19. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing on [Final Approval Hearing Date] at [time] before the Honorable Eve M. Reilly in Room 2405 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 or via remote means as instructed by the Court. Instructions for participating remotely will be posted on the Settlement Website. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class Members. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive awards to the Class Representatives.

**Note:** The date, time, and location of the Final Approval Hearing are subject to change by the Court. Any changes will be posted at the Settlement Website, [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com).

#### **21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

**22. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* the FAQ 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

**GETTING MORE INFORMATION**

**23. Where do I get more information?**

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com) or at the Clerk's Office in the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. You can also contact Class Counsel at 1-866-354-3015 with any questions.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.**